

**HINDUSTAN AERONAUTICS LIMITED
AVIONICS DIVISION**

(GOVERNMENT OF INDIA UNDERTAKING)

P.O HAL TOWNSHIP, HYDERABAD – 500 042 (TELANGANA), INDIA

HAL HYDERABAD GSTIN:36AAACH3641R1Z8

Phone: 040-23878281 Ext : 4639,4609 E-mail :1)shantanu.nath@hal-india.com (for correspondence)
040-23870073 2)ranu.gupta@hal-india.com

Website: www.hal-india.com

GLOBAL TENDER NOTICE

Hindustan Aeronautics Limited, Hyderabad invites sealed tenders to procure following stores from original manufacturer(s)/accredited supplier(s)

SL NO	TENDER NO	ITEM DESCRIPTION	QTY(In Nos)	EMD amount
1	HAL/HD/CAP/614/CAPT868	TYPE-1:100 Ltrs test Chamber Hot cold	6	Rs 175000*
		TYPE-2:100 Ltrs test Chamber Hot cold & Humidity	2	

(* In case of foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD.)

1) The bids are to be submitted in TWO-BID pattern i.e (1) Technical bid and (2) Commercial bid in two separate sealed covers distinctly marked accordingly with tender No. & due date and sealed inside a single envelope, which should be duly super scribed with tender Ref.No. and due date.

2) A) Issue of Tender Documents: From 04.07.2018 to 07.08.2018

B) Last date for submission of tender bid: Date : 07.08.2018 upto 16.30 hrs.

C) Opening of tender bid (Technical Bid only): Date: 08.08.2018 at 14.00 hrs.


3) Tender Documents:

(a) The tender documents containing detailed specifications of item with terms and conditions can be downloaded from HAL website: www.hal-india.com.

4) Earnest money deposit (EMD) in the form of Bank Demand Draft/ Pay Order/ Banker's Cheque/ Bank Guarantee only in favour of HAL, Hyderabad is required to be submitted by Bidders for requisite amount. EMD should be submitted along with Technical bid only. The EMD can also be paid through WIRE/SWIFT transfer. Transaction code should be indicated along with technical bid. Bidders exempted from submission of EMD as per Govt. of India directives must submit certified copy of Govt. of India authority for such exemption in lieu of EMD.

5) The sealed offers shall be submitted on or before due date. HAL shall have no responsibility for delay or non-receipt of tender documents sent by post. Offers received late, conditional offer and incomplete offers will be summarily rejected.

HAL reserves the right to waive off any formalities or reject any or all the tenders received without assigning any reason whatsoever and bidders shall have no claim out off such action.


Authorized Signatory
H. VEENA KUMAR
AGM-AMM
HAL, Hyderabad

1/28

2

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Website: www.hal-india.com

TENDER REF NO: HAL/HD/CAP/614/CAPT868 Dtd:04.07.2018 DUE Dt: 07.08.2018

SUB: INVITATION OF QUOTATION in TWO BID FOR “TYPE 1:100 LTRS TEST CHAMBER HOT COLD AND TYPE 2:100 LTRS TEST CHAMBER HOT COLD & HUMIDITY”

Please submit sealed quotation for supply, installation and commissioning of the following item (S):

SL NO	TENDER NO	ITEM DESCRIPTION	QTY(In Nos)
1	HAL/HD/CAP/614/CAPT868	TYPE-1:100 Ltrs test Chamber Hot cold	6
		TYPE-2:100 Ltrs test Chamber Hot cold & Humidity	2

AS PER SPECIFICATIONS MENTIONED IN ANNEXURE –I ATTACHED HEREWITH

TERMS AND CONDITIONS OF THE TENDER

TENDERING PROCEDURES:

A) Two bid (technical and commercial) sealed Quotations should be submitted following procedures as mentioned below.

B) The quotations should be sent in two parts i.e. (1) Technical Bid and (2) Commercial Bid. Technical bid and commercial bid in a separate envelopes superscribing Tender NO. & Due Date (technical/commercial) and the two envelopes(technical and commercial bids) should be placed in a single envelope super scribing the Tender NO. & Due Date and address to AGM(IMM), Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042,Telangana, India. EMD should accompany the technical bid. **Technical bid without EMD would be considered as unresponsive and will be summarily rejected.**

Both the bids should be identical in all respects except that the Technical Bid should be blank space at the price where price have been stated in Commercial Bid.

Initially technical bids will be opened and will be evaluated accordingly. Commercial bids of only those vendors whose technical bids are found technically suitable and accepted, will be opened. Date and time for opening of commercial (price) bid will be intimated separately, if required.

1. Price

a) The bidder is required to indicate prices against individual items. Prices quoted should be in the currency of the country of supply or any other convertible foreign currency (to be specified by HAL in line with RBI / FEMA rules).

b) HAL being manufacturers, bidders to indicate in the quotation manufacturers discount if any.

c) Bidders to confirm that :

i. The prices quoted are the lowest export price and is the same as they would normally quote to Govt. Department.

ii. The price is in terms of the appropriate clause of the License Agreement. (Where License Agreement is in vogue).

d) Price quoted should be net FOB / FCA, export packed / FAS Vessel with no extra charge whatsoever(for foreign supplier) or FOR, Destination basis (for indigenous supplier)

2/29

M. S. Rao
2018-07-04 10:00 AM
AGM (IMM)
HAL, Hyderabad

e) (Optional Clause : Bidder should indicate separately cost of services rendered in India if any.)

f) If for special reasons, bidder prices are Ex-Works or F.O.B. plant, bidder must prepay inland transportation's. Port dues and shipment charges up to F.O.B. vessel at port of shipment and claim this amount of actual along with the price of the goods through bank. Bidder's quotation should indicate clearly the extent of such charges.

g) 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.

h) Preference will be given to firm prices. But should quoted prices be subject to variation, bidder is requested to give the following information:

- i. The portion of the contract price which will be subject to such variation
- ii. A breakdown of this variable figure into i) labour ii) materials
- iii. An escalation formula linked to indices with a Cap should be given and escalation in price established with supporting documents. Price variation may be considered only if it occurs within the contractual delivery period.
- iv. A further break down of materials giving the main classes of material involved i.e. steel, nonferrous metal etc.

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

i) HAL would be deducting at source applicable 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 the bidder to claim the benefit under DTAA.

iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.

c) Any other statutory levies (as applicable) to be mentioned clearly in quote.

d) Kindly indicate the GSTIN of your firm in quotation. Also kindly mention applicable GST with HSN code/SAC no (in case of service) for the quoted items. In case of GST registration not being done or delay in registration and noncompliance to any aspects with GST, bid may not be considered for further evaluation and HAL shall not be responsible in this regard. The onus for compliance w.r.t GST lies wholly with the bidders.

e) Taxes applicable i.e. CGST, SGST, IGST etc should be clearly mentioned in your Quotation.

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.

4. Supply of Alternative Item : Applicable descriptive literature/catalogue if any may please be enclosed by the bidder with offer (at least two copies). 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.

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 cure 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 180 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 : The due date for submission of quote is **07.08.2018 at 16.30 Hrs.**

HINDUSTAN AERONAUTICS LIMITED

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8. Submission of Tender :

a. The bidder is required to submit bids directly to HAL either through post/courier in sealed cover with clear marking of bidder details. The cover should be marked with tender no., due date and bidders postal address. Response received, without bearing the bidder address will not be entertained. Bid submitted by bidder's authorized dealer / distributor/channel partner should accompany with ink signed authorization letter of the bidder to whom tender has been originally issued. In the absence of authorization letter, the bids submitted shall be considered an unsolicited.

b. **Only signed copy of bid(both technical and commercial) submitted in hard copy will be accepted.** Unsigned copy of bid received will not be considered. Bid should not be forwarded to the mail of correspondence.

c. The bid to be addressed to Mr. N. VEERA KUMAR , AGM(IMM), Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042, Telangana, India or can be directly dropped in Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042, Telangana, India

d. Submission of tender in two bid system:

e. In response to tender in two bid system, the bidders are required to submit technical bid and commercial bid separately. Each bid will be put in separate sealed cover marked with tender No., due date and indicated as technical bid or commercial bid as the case may be. Both sealed covers will be put in a single cover, which will again be sealed and superscribed with tender no. and due date.

f. The technical bid should also include EMD in original form. **Technical bid without EMD in original form will be rejected.** In case of EMD sent by SWIFT / Wire Transfer, Transaction Code should be indicated along with the technical bid. The technical bid will be accepted only after confirmation of receipt of EMD in time.

- g. Bid received with technical bid and commercial bid in open condition inside one envelope will be rejected.
h. Submitting only one bid with rates and technical details as a single bid will be rejected.

9. Late 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 reserves the right to reject late or incomplete tender.

10. Opening of Tender :

a. Tender will be opened on **08.08.2018 at 14.00 Hrs.** at
HINDUSTAN AERONAUTICS LIMITED

AVIONICS DIVISION

P.O HAL TOWNSHIP, HYDERABAD – 500 042 (TELANGANA), INDIA

Bidders or their authorized reps. are desirous to attend the tender opening may forward written confirmation with name of authorized person and designation prior to tender opening.

b. During tender opening only the important particulars like price, delivery terms will be read out.

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 SBI HAL Campus, Hyderabad Branch in India as on date of tender opening.

b. Bid with lowest price conforming to the specification will be considered for placement of order.

c. If the bidder considers that tendered quantity is small, the bidder may quote for Minimum Ordering Quantity (MoQ). Commercial evaluation in this case will be done on MoQ x unit price, if MoQ offer beyond 20% of RFQ quantity.

d. 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.

e. If the lowest bidder has not offered full quantity, for the balance quantity HAL reserves the right to source from other bidders at L-1 price.

f. Conditional discounts will not be considered in evaluation of tender.

g. 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.

h. Bidders also may kindly refer clause no.39 of our RFQ which is applicable in this tender.

12. Supply of Samples:

5/29

Samples submitted for any reasons shall be supplied without charge and freight paid and without any obligation on the Purchaser as regards safe custody. All samples submitted must be clearly labeled with the bidder's name and address and tender number. If the bidder submits the samples with his tender the same shall not govern the standard of supply except when it has been specifically stated in the Purchase Order that it is accepted instead of any sealed pattern. Should certified samples be lent to a bidder by HAL the bidder is responsible for the return in perfect order of all certified samples with the labels intact.

13. Others:

- a. In the case of airborne material, the same should be covered by a Release Note or Airworthiness Certificate countersigned by person/s authorized by Government Airworthiness Certifying Authority.
- b. 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.
- c. 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.
- d. Please furnish list of similar equipments supplied in HAL or anywhere in India with customer's full address, value and telephone/telex etc. (if applicable)
- e. Please indicate if any training arrangements for item/system in India and factory acceptance test if required.
- f. Please also indicate necessary onsite technical support during installation of the system at no extra cost.
- g. Vendors should ensure the availability of spares of the offered products for a period of 10 years.
- h. Two sets of operation manuals/maintenance manual should accompany the system at no extra cost. (if applicable)
- i. 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.
- j. 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.
- k. Quotation should accompany the detailed catalogues and literature.
- 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, vendor will also be debarred from entering into any supply contract with the Ministry of Defence, Government of India for a minimum period of 5 years. Vendors shall also consider cancellation of the contract without any entitlement or compensation to vendors who shall also be liable to refund all payments made by HAL in terms of the contract along with the interest at the London inter bank offer rate (LIBOR)
- m. The Harmonized System of tariff nomenclature against the items for which quotation is rendered should be indicated.
- n. For the Raw materials (in forms of bar, sheet, wires etc) (applicable for RFQs for raw material)

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

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)

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. 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.

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

r. 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.

s. 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.

t. 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.

14. Earnest Money Deposit :

a. EMD for a value of **Rs 1.75 Lakhs*** to be submitted in favour of Hindustan Aeronautics limited ,Avionics division, Hyderabad in the form of DD/Banker's Cheque/Pay Order/Bank Guarantee of Scheduled Bank, EMD should be 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. For sending swift please find below the bank details:

State Bank of India
HAL Campus Branch
Hyderabad-500042
Swift Code:SBININBB312
IFSC Code:SBIN0001676

***In case of foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD.**

b. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form in original shall be summarily rejected.

c. EMD will not carry any interest for the period it is retained with HAL. EMD will be forfeited if a bidder withdraws, amends, impairs and / or derogates within validity period.

d. Bidders exempted from submission of EMD as per Govt. of India directives must submit certified copy of Govt. of India authority for such exemption in lieu of EMD.

e. EMD of unsuccessful bidder will be returned after order acceptance by the successful bidder. Bidders are required to provide the Bank details along with quote for returning of EMD in case of unsuccessful bid.

f. In case of two bid system EMD in original form should be enclosed along with the technical bid. Technical bid without EMD in original form will be rejected. In case of Wire/Swift transfers the transaction code is to be mentioned in the technical bid. The technical bid will be accepted only after confirmation of receipt of EMD in time

7/29

g.EMD remittance document, either in Indian currency or any other convertible currency of the specified amount, can be arranged by the Indian subsidiary/branch office in India of a foreign bidder which shall be submitted along with a certificate confirming the relationship of subsidiary/branch office in the bidder's offer.

If bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor. In case of BG to be issued by the foreign bank towards EMD, the original BG should accompany with authentication letter received from schedule bank in India. Otherwise the BG submitted by foreign bank will not be considered.

h.Format of EMD is as per **Annexure-II**

15.Warranty: Warranty is after the goods have been taken over by HAL against any defective design, workmanship, materials and non-conformance to intended performance. (Optional Clause : During warranty minimum uptime of 95% shall be ensured failing which warranty period shall deem to be proportionately extended). During warranty period equipment shall be replaced/ repaired free of cost including any to & fro freight/insurance involved. Supplier shall attend to warranty calls within 48 hours notice.

16.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.

17. Liquidated Damages :

In the event of an order, we reserve the right to collect a sum of 0.5% per week (on basic cost only excluding taxes & duties, if such details are furnished separately in the bid submitted) of delay or part thereof, subject to a maximum of 10% as our claim-towards liquidated damages on the undelivered part of the order.

If the LD clause is not acceptable by the bidder fully/partially, the corresponding LD value not agreed by the bidder, will be loaded in the price comparative statement to determine successful bidder.

In case, quotes received without indicating the breakup details of taxes and order placed subsequently on composite value (with out indicating break-u details of taxes & duties) then the LD to be deducted on the composite value (including taxes & duties) of the delayed deliveries.

18. Delivery :

i. Deliveries quoted should be firm (or as per the schedule 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 reserve 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 our premises.

iv. Bidder to note that the delivery schedule should be for:

A) Period required for the delivery/dispatch of equipment and

B) Period required for installation and commissioning of the subject equipment after intimation from HAL about readiness of the site.

v. Supplier should clearly mention from where the material will be delivered i.e Place of Delivery for each item to be quoted along with contact person's number with email id.

19. Inspection:

Items will be inspected by our inspection department and their decision on the matter will be considered final. Item rejected as a result of such inspection shall be replaced by you free of cost and all charges for delivery of the same at our works at HAL will be to vendor's account.

20. Terms of Payment:

i) In accordance with our standard practice, payment against any order materializing out of your offer, will be against presentation of documents through the State Bank of India HAL Branch, Balanagar, Hyderabad.(mention HAL's Banker), India.

ii)As a matter of policy HAL arrange payments to the extent of 80%, through SIGHT DRAFTS presented through our Bankers. 20% after delivery and acceptance and fulfillment of all contract obligations and on the submission of Performance Bank Guarantee for 10% of the order value to cover the warranty period.

iii)If under unavoidable situations payment has to be made through Letter of Credit, the same can be established for 80% of the order value before three months from the date of dispatch. All bank charges are to be borne by the vendor. Balance 20% will be paid directly through bank after delivery and acceptance and fulfillment of all contract obligations and on the submission of Performance Bank Guarantee for 10% of the order value to cover the warranty period.

iv) For indigenous supplier, in the event of an order, 100% payment will be made within 30 days after receipt, inspection and acceptance at our stores by RTGS or any other latest electronic payment remittance mode.

21. Performance bank Guarantee:

Vendor has to furnish a Performance bank Guarantee as per HAL's format for 10% of order value (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) valid till end of Guarantee/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, quote received without indicating the breakup details of taxes and order placed subsequently on composite value(without indicating breakup details of taxes & duties) then the PBG to be submitted on the composite value(including taxes & duties). In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer will be summarily rejected.

Indian bank PBG should be submitted in stamp paper only, if bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor. OR if foreign bank guarantee is received directly from Foreign bank then it should be in MT760 Format. BG is to be submitted directly by issuing bank under Registered Post(AD) to HAL address.

Format of BG is as per Annexure-III

22. Security Deposit:

Successful tenderer shall have to furnish Security Deposit @ 5% to value of Purchase Order as security deposit (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) within 15 days of receipt of the purchase order, by way of crossed Demand Draft or Bank Guarantee in the prescribed format of HAL from a schedule bank in India or bank of international repute(for foreign vendors) in favour of Hindustan Aeronautics Limited, Hyderabad for the due fulfillment of the Purchase Order valid upto 60 days after the completion of contract period/last supply. In case, quotes received without indicating the breakup details of taxes and order placed subsequently on composite value(without indicating breakup details of taxes & duties) then the security Deposit to be submitted for the composite value(including taxes & duties).

In case, breach of contract or failure of contractual obligations at the part of supplier then Security Deposit amount will be forfeited. In addition an alternate action for procurement of requisite items will be taken by HAL at the risk and cost of default supplier. Security Deposit amount will not bear any interest for the period it is retained with HAL and will be returned only after the contract is completed to the entire satisfaction of HAL. This amount is likely to be forfeited in the event of failure to execute the contract as per the terms and conditions laid down in the agreement.

Indian BG should be submitted in stamp paper only, if bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor .OR if foreign bank guarantee is received directly from Foreign bank then it should be in MT760 Format.BG is to be submitted directly by issuing bank under Registered Post(AD) to HAL address.

Loading factor of 5% towards Security Deposit shall be considered while preparing price comparative statement of bidders who have not agreed for submission of Security Deposit.

Format of Security deposit is as per Annexure-IV

23. Export License:

Vendors should categorically confirm the availability of 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.

24. Settlement of Disputes and Arbitration: All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of ICA/ICADR.

25. 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 as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.

26. 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.

27. Involvement of any Agent and Middlemen:

No involvement of Agents or Middlemen in India or abroad in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant contract. Vendor shall confirm that he has not appointed any agent in India to promote this contract and that no commission etc. is payable to any such agent in connection with this contract. Vendor shall also confirm that he has neither paid nor will pay any commission, fee or any such charges to any agent in connection with the award and execution of this contract. Should it be subsequently proved that such a commission, fees or charge has been paid, contrary to the foregoing, buyer shall be entitled to terminate this contract forthwith. The buyer shall also be entitled to recover from the seller an amount equal to the commission, fees or any such charge proved to have been paid.

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

28. HAL conditions of contract will govern any resultant order arising out of the enquiry (copy on application) and bidders quotation will be subject to the said conditions.

29. Bidder is required to send **REGRET REPLY**, in case the subject item is not covered in bidders range of products.

30. In the development orders, where technical inputs/assistance is provided to the vendors, the Intellectual Proprietary Rights (IPR) will rest with HAL. Vendor will not directly deal with HAL's customer for these items.

31. GENERAL CONDITIONS: (for Technical and commercial Bids)

- 31.1 The bids should be free from over-writing / overtyping and correction etc.
- 31.2 The bid is liable to be rejected, if complete information as asked for are not given in the bid.
- 31.3 No responsibility shall be attached for premature opening of the bid(s), not properly addressed and identified
- 31.4 All pages of Technical bid Quotation, including Schedule and Annexure of quotation should be signed by the tenderer.
- 31.5 Negligence on the part of the bidder in preparing the bid confers no right to withdraw the bid after it has been opened.
- 31.6 HAL will not be responsible for the loss or delay or non-receipt of tender documents sent by post. HAL reserves the right to reject late, conditional and incomplete offers.
- 31.7 All necessary operational safety precautions are to be incorporated in the quoted item
- 31.8 The tenderer should indicate the name of Original Equipment Manufacturer of their quoted items along with Authorization letter.
- 31.9 Whenever the specification of item in Schedule/Annexure's is considered incomplete, the tenderer should give complete specification of item in their quotation.
- 31.10 In case of indigenous supplier, the statutory levies such as duties and taxes should be specified in their quotation. In case of foreign suppliers, taxes and duties in foreign country are to supplier's account.
- 31.11 HAL is not bound to accept the lowest or conditional price and reserves the right of accepting the whole or any part of the offer/ quantity offered and supplier must accept order for quantity less than indicated in Tender notice and supply the stores at the quoted rates.
- 31.12 Disregard of any Terms and Conditions contained herein may result the offer being rejected without any information to the vendor in writing or otherwise.
- 31.13 Revision of specification and / or prices by the vendor, at any stage, after submission the quotation shall not be entertained. Any such offer after due date of Tender enquiry will be rejected.
- 31.14 HAL may not provide CUSTOMS DUTY EXEMPTION CERTIFICATE.
- 31.15 Our conditions of contract will govern any resultant order arising out of the tender enquiry and your quotation will be subject to the said conditions

- 31.16 Terms and conditions of quotation which are contrary to terms and conditions of the tender documents are not acceptable
- 31.17 The Specifications of items as mentioned in Tender Specifications should be complied.
- 31.18 Quotation from Indian agent on behalf of foreign supplier is not acceptable
- 31.19 Test certificate should be provided as mentioned at individual specifications of items
- 31.20 Canvassing in any form shall disqualify the tenders.
- 31.21. Vendor is requested to indicate whether your firm is registered with MSME/NSIC with the following details along with the offer
If Yes, please provide following details with documentary evidence
a) Whether your firm is micro/Small/medium industry
b) whether firm is lead by SC/ST/Lady/Others
c) kindly provide UAN no.
- 31.22. **MSME vendors are eligible for benefits as per public procurement policy for MSEs order 2012, only if the MSME bidders declare UAM number and submit the copy of UAM certificate along with the bid.**
- 31.23. Import content: Confirm the percentage of import content in the offered price against each item in your quotation. If no import content is mentioned in the quote it will be considered as zero by default
- 31.24. If Supplier having turnover less than Rs.20.00 lacs (as per Govt guidelines on GST from time to time), it should be clearly mentioned in the Quotation and also proof of the same should be provided along with Quotation.
- 31.25. In a tender, either the Indian distributor on behalf of principal/OEM/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 31.26. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product.
32. Supplier should clearly mention GST Registration no (both HAL GSTIN no & Supplier GSTIN no), HSN code / SAC and GST Invoice should be uploaded in the GST portal and supplies should be affected and information regarding dispatch should be given to concerned Purchase Officers. The same GST Invoice along with GST Registration no, HSN / SAC code for the items supplied to be provided to HAL. Payment will be released only after confirmation from the vendor that the Invoice with all details uploaded in GST portal.
33. The stores rejected by HAL inspector must be removed by the vendor within 30 days from the date of receipt of intimation of rejection and at his own cost, failing which the vendor shall be liable to pay storage charges @ 1% per each day of delay of 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 vendor's risk and responsibility and the proceeds adjusted towards storage charges.
34. **Repeat order:** HAL may place repeat order up to 100% of the value of the original order after the placement of the original order, but within 12 months from the date of completion of original order.

35. 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.

36. EXIT CLAUSE:

- A) The contract/ order may be terminated under the following circumstances:
- In the event of unsatisfactory performance by the vendor during the contract period, or any of the information provided by the supplier is found to be untrue, or supplier is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with one month advance notice without any financial implications to HAL. Notwithstanding the forgoing, in cases where it is found that a supplier is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period indicated in the purchase manual.
 - If there is change in customer requirement, contract shall be terminated with one months advance notice. The liability of HAL in this case will be agreed mutually.
 - The supplier is declared bankrupt or becomes insolvent.
 - The delivery of material is delayed due to causes of Force Majeure by more than one months.
 - Based on the decision of the Arbitration tribunal.
- B) In the event of termination of contract by either party the supplier shall ensure the following:
- IPRs are transferred to HAL to enable HAL to proceed on the work with other suppliers. Suppliers also will render all assistance till the other suppliers fully take over the balance work.
 - Transfer title and deliver all or any part thereof of the supplies, materials, work in progress, finished products, tooling, drawings and data produced or acquired by vendor specifically for the product being terminated.
 - Supplier shall ensure supply of products and its components/ spares at least for a period of five years from the date of such termination.

37) Anti profiteering Law: Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. The central Government may, on recommendations of the council, by notification, constitute an authority, or empower an existing authority constituted under any law for time being in force, to examine whether input tax credits availed by any registered or the reduction in the tax rate have actually resulted in a commensurate reduction in the price of the goods or services or both supplied by him. The Authority referred to in sub-section(2) shall exercise such powers and discharge such functions as may be prescribed.

38) Risk purchase:

Delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by 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 default. Amounts advanced or part thereof 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 & 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.

39) Purchase Preference clause: In line with Public Procurement (preference to Make in India), Order 2017 issued by Govt. of India & with a view to support the Indian Industries by way of providing purchase preference, HAL has implemented "Purchase Preference Policy". The purchase preference is applicable for the "Local supplier" for the items/services covered in this tender and this policy will be functional while evaluation of tender. Appendix-A may be referred in this regard.

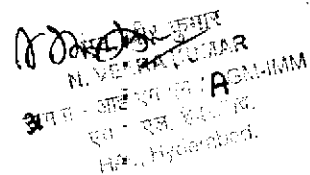
It may kindly be noted that all clarification/query/status w.r.t tender may be forwarded to the following contact point :

Mr. Shantanu Nath, Deputy Manager (Purchase)

Mail Id: shantanu.nath@hal-india.com

Contact no: +91-40-23870073

13/29


N. VENKATESH KUMAR
31113 - GENERAL MANAGER
HAL, Hyderabad.

Annexure - I

Specification of Type-1: 100 ltrs Thermal chamber Hot Cold

1. Construction of the Chamber :

The test chamber wall to be constructed with thick PUF & Mineral wool sandwich panels , with S.S industrial grade 1.4301 material inside for high temperature design grade materials , gas tight S.S welded construction with floor solid SS with SS knobbed plate not less than 2 mm thickness. Exterior chamber wall may be of galvanized sheet white colored powder coated

2. Test space Volume : min 100 ltrs

3. Test space dimensions (WXDXH) : min. 500 mm X 450 mm X 450 mm approx

4. Temperature Range : -60°C to 85° C

5. Temperature fluctuation : ± 0.5 °C

6. Rate of Heating : 3°C per Minute or more

7. Rate of Cooling : 2.5°C per Minute or more

8. Cooling : Air Cooled

9. Provisions :

i) Color touch screen control panel

ii) Serial interface RS 232/485 or ethernet LAN (Using TCP/IP comm.) interface to connect and operate the chamber from PC

iii) Control system to meet MIL -STD-810 G Standard

iv) Data cable should be provided to connect the chamber to pc

v) PC : i5 processor , Monitor : 17 " LED/LCD, UPS : 1 KVA UPS, RAM : 3 GB or better , HDD : 500 GB should be provided with pre installed software to control the chamber along with color laser Jet printer to be provided

vi) Provisions to program the chamber and switch ON/OFF the chamber via PC

vii) Operating software for controller

viii) Software for data logging to be provided

ix) Test database and post treatment management should be possible

10. Environmental friendly refrigerant R404A & R23 or Ozone friendly to be used in the compressors

11. Operation : Able to work continuously for 10 days without a break & chamber should start automatically in the event of power failure

12. Door : Manual door with vacuum tight sealing feature along with the viewing window 300X300 mm size approx

13. Noise level should not exceed 65 dB

14. Utilities

a) Port holes of 150 mm Dia. Approx. on one side & 80 mm Dia on other side should be provided with soft silicon sealing plugs along with Steel flange with clamp.

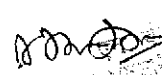
b) Chamber interior inspection lamp

c) Air blower for internal air circulation

d) Adjustable stainless steel internal rack with shelf

e) Protection against condensation on the test specimen

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19. Safety

- a) MCCB for mains and individual MPCBs for over current protection. Earthing protection.
- b) Permanently Memorised Overheating safety thermostat :A steady state overheating safety thermostat is installed that automatically switches off the unit if the test chamber's maximum temperature range is exceeded
- c) Specimen protection(t_{min}/T_{max}): In addition to the programmable limit value of the control system, the test chamber is equipped with an over heating and low temperature thermostat which can be adjusted digitally(specimen protection with seperate sensor) .The signal should be indicated visually. Setting range: -90°C to $+199^{\circ}\text{C}$
- d) Overload protection, Phase reversal/missing protection for compressors and Motors
- e) HP/LP auto cut off protection for compressors
- f) Over/ under voltage protection for the controller
- g) MPCB and solid state relays for heaters
- h) Audio visual alarm to be provided

20. Control and Programming : Controller should able handle all the functions necessary for control programming and communication with PC.It should coordinate , monitor all functions and provide information on operating failures

21. Program Memory : 100 Programs

22. Program Controller : Start parameters for program : immediately, delayed, real time , pause

23. PID Controller : Special control algorithms defined according to test tasks

- a) Program Cycles : max 9999
- b) Switch Input (Digital) : 4(Load max.24 V-DC, approx. 30mA)
- c) Switch Output (Digital) : 4 (Load max. 24 V-DC, Approx 0.5A)
- d) Password Protection : two levels , to prevent accidental settings
- e) Limit value monitoring system : For temperature
- f) Diagnostic system : Information on operating times and possible operating failures . Diagnostic display to monitor parameters , pressure, input/outputs. Help menu. Alarm History

24. Power Supply : $415\text{V}\pm 10\%$, 3 phase, 50Hz, 4Wire AC Power supply


25. Documentation :

Two Sets of following documents in English to be provided in One Hard Copy & One CD (Soft Copy)

- i) Operation and programming manual
- ii) Maintenance manual & calibration procedure
- iii) Circuit drawings, Electrical wiring & machine assembly drawings
- iv) Preventive maintenance check listr , guide lines, trouble shooting charts.
- v) Machine test charts
- vi) Spares part list

26. Training : During commisioning supplier's Engineer should provide training to HAL Personnels on the equipment for its operation, programming and maintenance

15/29


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27. Acceptance test and inspection : Inspection schedule for acceptance covering relevant standard should be enclosed along with the quotation. Ten continuous sequential temperature cycles in thermal change from -60C to +85C to be conducted at HAL after installation & commissioning for acceptance . After sales service should be available locally

28. To be demonstrated by the vendor : To be demonstrated by the vendor :

- a) RS-232 converter cable and Lab view drivers I to be provided
- b) Controllers to be interfaced with software and integration is to be proved with the new proposed software
- c) Multiple chambers should be able to operate from less than one single point

29. Eligibility criteria : 1)Vendors who have supplied min 5 nos of 100 ltrs. or higher capacity chambers with testing parameters hot, cold to industries in India should only quote others (Lab or Research institute) will not be considered

2) Vendor should have established service support in India for the past 3 years. List of the trained service professionals to be enclosed

3)Specification test reports of the requested chamber capacity or higher capacity to be submitted

4) Vendors are requested to quote their standard/proven product to our requested capacity or higher

5) Vendors should submit list of customers in India for whom similar/higher capacity chambers supplied

6) Vendor should confirm the service support for the next 15 years from Indian service team

7) Any vendor (agency/Subsidiary) should be representing the same OEM for minimum period of 2 years & must provide suitable evidences

8) Performance certificate from previous customer to be provided along with quote

30. Installation & commissioning : Installation & commissioning to be done by the vendor at HAL, Hyderabad

31. Spares : Minimum Spares for 5 years of trouble free operation also general spares.....

i) solenoid valve & solenoid coils-10 nos.

ii) Heaters : 2 sets

iii) Expansion Valves : 2 sets

iv) Thyrister single phase/SSR : 2 sets

v) Thermostats : 5 sets to be quoted by the vendor

vi) RPS : Regulated Power Supply : 1 No.


32. Warranty : 2 years

33. Catalog :Catalog to be provided along with the quotation

34. Point wise compliance statement : Vendor must provide a point to point compliance with relevant values of offered product. Vendor should meet all the essential parameters. Non compliance to essential parameters will be considered as basis for elimination

35. AMC charges : AMC charges from the post warranty period to be given by the vendor. How ever this point will not be considered for finalisation of contract

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OFFICE - 040 451 11 11 / A-311-1111
P.O. NO. 451111
HAL, Hyderabad.

f) Diagnostic system : Information on operating times and possible operating failures . Diagnostic display to monitor parameters , pressure, input/outputs. Help menu. Alarm History

24. Power Supply : 415V±10%, 3 phase, 50Hz, 4Wire AC Power supply

25. Documentation :

Two Sets of following documents in English to be provided in One Hard Copy & One CD (Soft Copy)

- i) Operation and programming manual
- ii) Maintenance manual & calibration procedure
- iii) Circuit drawings, Electrical wiring & machine assembly drawings
- iv) Preventive maintenance check list , guide lines, trouble shooting charts.
- v) Machine test charts
- vi) Spares part list

26. Training : During commissioning supplier's Engineer should provide training to HAL Personnels on the equipment for its operation, programming and maintenance

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- c) Multiple chambers should be able to operate from less than one single point

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2) Vendor should have established service support in India for the past 3 years. List of the trained service professionals to be enclosed

3) Specification test reports of the requested chamber capacity or higher capacity to be submitted

4) Vendors are requested to quote their standard/proven product to our requested capacity or higher

5) Vendors should submit list of customers in India for whom similar/higher capacity chambers supplied

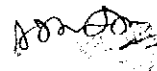
6) Vendor should confirm the service support for the next 15 years from Indian service team

7) Any vendor (agency/Subsidiary) should be representing the same OEM for minimum period of 2 years & must provide suitable evidences

8) Performance certificate from previous customer to be provided along with quote

30. Installation & commissioning : Installation & commissioning to be done by the vendor at HAL, Hyderabad

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HAL, Hyderabad

Format of Bank Guarantee towards Earnest Money Deposit (EMD)

1. In consideration of the HINDUSTAN 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 upto 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 _____, 2014

For the Bank of _____
(Agent /Manager)

ANNEXURE - III

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. Where as under the terms of the said Agreement/ Contract/ 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 contractor(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)

23 / 29

ANNEXURE - IV

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)

25 / 29

Additional Terms & conditions

(to be enclosed where the tenders to be issued with Purchase Preference clause)

In line with Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India & with a view to support the Indian industries by way of providing Purchase Preference, HAL has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in this tender subject to the following terms & conditions:

Note:

The subject item falls under divisible category (indicate divisible/ indivisible).

1. 'Local Supplier' means a supplier (manufacturer, not a trader) or service provider whose product or service offered for procurement meets the minimum "local content" requirement of 50%.
2. 'Local content' means the amount of value added in India (i.e., indigenous items/services added in the offered products/services) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
3. The margin of Purchase Preference shall be upto 20%.
4. 'Margin of purchase preference' means the maximum extent to which the price quoted by the bidder above the L1 (landed cost).
5. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
6. Purchase Preference:
 - A. Goods are divisible in nature (required quantity greater than 1 or not a package basis or not Aircraft LRUs):
 - i. If L1 is from a local supplier, the order/contract for full quantity shall be awarded to L1 bidder.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such local

supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the local suppliers within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.
- iv. In case no offers received from local supplier or none of the local supplier falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.
- v. In case L1 bidder (not a local supplier) is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such local supplier for full quantity subject to matching the L1 price.
- vi. Regarding MSEs (Indian vendors):

The following additional aspect as indicated below would applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering.

- If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 20% of tendered quantity, the balance quantity will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy.
- In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

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

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

27
29

- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the local suppliers within the margin of purchase preference agree to match the L1 price then the order/contract shall be awarded to the original L1 Bidder.
7. Aircraft LRUs are considered as "in-divisible" category of goods. In line with this, the order for development of Aircraft LRUs, identification of LRUs for Aircraft will be placed on local supplier, within the margin of purchase preference, for 100% RFQ's requirement, after matching the L1 price (or) on L1 vendor, if the local supplier not agreed to match the L1 price.
 8. Technically acceptable offers only will be considered for purchase preference.
 9. The local supplier should provide a "Self Certification" along with offer indicating that the item offered meets the minimum local content of 50% and provide the details of the location(s) at which the local value addition is made.
 10. In cases the quoted price is in excess of Rs.10 Crs (including duties, taxes and freight & Insurance), the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.
 11. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
 12. 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.
 13. On similar line for Rs.10 Crs. & above, the ink-signed certificate provided by the concerned authority as brought-out above need to be enclosed.
 14. In case of a complaint received from any Vendor indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5 Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is

10/28

28/29

upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

15. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

16. Further, in case the violation/false declaration established, in such case, a penalty amount upto 2% value of the each order will be deducted on such defaulted bidders.

29
/ 29