



Name of Work:

Machining and supply of Parts for Aero Engine, from HAL supplied Raw materials. Vendor has to manufacture & supply the parts as per Technology provided by HAL. Vendor to quote for operations mentioned in the scope of work. HAL, Engine Division-Koraput will supply all the raw material for the production of the parts. Raw material will be supplied to supplier in staggered quantities based on the production plan and availability of raw materials.

MSR NO. 24LU-1002

GeM Tender no: GEM/2024/B/

SL No.	DETAILS
01.	<p>TENDER CLOSING AND MODE:</p> <p>a. This Tender Enquiry is floated through GeM route. Due Date and Time of Tender Closure is indicated therein against this Tender.</p> <p>b. The vendor is required to submit its tender documents / bid(s), on or before the indicated Tender Closure Due Date and Time. HAL shall not be responsible for inability of the vendor in uploading tender documents / bid(s) in the site, for reasons what-so-ever</p> <p>c. Further, the vendor is required to submit its tender documents / bid(s) only by using its unique GeM ids and credentials through GeM Portal. Bids received from the bidder through any other mode, like Post / Courier / Fax / e-Mail / Physical Dropping in Tender Box / etc., shall be rejected without opening the same.</p> <p>d. The vendor may seek extension with suitable reasons through e-mail before Tender Closure Due Date. However, HAL at its sole discretion may decide to extend the Tender Closure Due Date and reserves the right not to extend the same without giving any explanation thereafter.</p>
02	<p>i) VENDORS ELIGIBILITY CRITERIA:</p> <p>a. Vendors who are registered with any of the Divisions of HAL for machining category related to Aero Engine components with valid registration No. and validity till the date of technical bid opening date can only participate in the tender. Vendor should submit valid registration certificate along with technical bid.</p> <p>b. Vendors shall have experience in machining of similar components listed at Annexure-II.</p> <p>c. After opening of price bid for the technically accepted offers, vendor has to submit the required documents for vendor registration with HAL Engine Division, Koraput to verify the company profile and the credentials.</p> <p>d. Vendor has to sign Non-Disclosure agreement and submit it to HAL for obtaining user id & password to access technologies of parts in SFTP Server. The confidentiality and Non-disclosure undertaking format is attached at Annexure-VI.</p>
03	<p>COST QUOTATION:</p> <p>a. The Price quoted by the Bidder should be all inclusive including Packing Charges, Applicable Taxes, etc., on Ex-Works Basis. Comprehensive Insurance Policy covering all risks including fire, theft, damages, loss, etc. for the HAL material till the same is in custody of the Vendor shall be to Vendor's account. Transit Insurance charges for to and fro movement of HAL material shall</p>

	<p>be to HAL's account.</p> <p>b. In case bidder submits price / indicate pricing aspects of any kind in uploaded bid documents or against any query, the bid will not be considered for evaluation and will be rejected.</p> <p>c. Tender Enquiry shall stipulate that the vendor should quote net prices considering machining scrap, end-pieces, non-reusable mandrels, etc., to be their property. Any rejected part is to be returned to HAL.</p> <p>d. Packing of components to be done by the supplier with proper and due care such that the component shall not be get damaged during Transit period due to improper Packing by the supplier.</p>
<p>04</p>	<p>TAXES:</p> <p>a. Following needs to be complied vis-a-vis Goods and Service Tax (GST):</p> <ol style="list-style-type: none"> i. Vendor required to pay applicable GST and ensure timely filling of returns. ii. GST Registration No. of HAL-Koraput Division is 21AAACH3641R1ZJ. The Vendor is required to quote HAL's and their company GST Registration No. in all the Invoices raised for the PO against this Enquiry. iii. The vendor is required to ensure timely filing of returns, payment of taxes and compliance of applicable provisions under the GST regime. In the event of disallowance of Input Credit or applicability of interest or any other financial liability on HAL due to any default attributable to the vendor, such financial implications shall be to vendor's account. iv. Compliance of Section 171 – Anti-Profiteering Measure (GST Act) i.e. any reduction in applicable rate of tax on supplies under this PO against Enquiry/ benefit of Input Tax Credit shall be passed on to HAL by way of commensurate reduction in prices. <p>b. Invoicing and payment</p> <p>The tax invoice for supply of goods and services should be as per the provision of GST act & Rules and must compulsorily mention the following</p> <ol style="list-style-type: none"> i. HAL,Koraput Division GST regn. No as 21AAACH3641R1ZJ ii. HSN code or SAC for supply of goods and services iii. Name and address of supplier/Vendor iv. GSTIN of supplier/vendor v. Consecutive serial no & date of issue vi. Description of goods or services vii. Total value of supply viii. Taxable value of supply ix. Tax rate-Central tax rate or Integrated tax ,cess x. Amount of tax charged xi. Place of supply xii. Address of delivery if different from place of supply xiii. Signature of authorized signatory xiv. As per Central Board Of Indirect Taxes and Customs Notification No. 17/2022 dtd. 1st Aug 2022, The vendor whose turnover is more than 05 crores shall issue the e-invoice to HAL for availing ITC. <p>Reimbursement of GST to the vendor is contingent upon complying with the following condition by the supplier.</p> <ol style="list-style-type: none"> i. Uploading the (invoices raised on HAL,koraput division) onward GST return(GSTR-1) in GSTN Network portal within the statutory time period. ii. Discharging the GST tax liability to the Government.

	<p>iii. Submission of tax Invoice to HAL,Koraput Division. iv. Submission of proof of payment of GST to HAL,Koraput Division v. Receipt of goods /services by HAL,koraput Division. vi. Availment of Input tax Credit by HA,Koraput Division.</p> <p>c. Input Tax Credit</p> <p>i. In case GST credit is delayed/denied to HAL,koraput Division, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to HAL,Koraput Division,GST amount shall be recoverable from vendor along with interest & penalty levied/leviable on HAL,Koraput Division,as the case may be.</p> <p>ii. In case vendor delays declaring such invoice in his return and GST credit availed by HAL,Koraput Division is denied or reversed subsequently as per GST Law,GST amount paid by HAL, Koraput Division towards such ITC reversal as pe GST law shall be recoverable from vendor along with interest & penalty levied/leviable on HAL, Koraput Division.</p> <p>iii. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then HAL,Koraput Division will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (Details to be uploaded in GSTN portal).</p> <p>iv. For any such delay in availing of tax credit for reasons attributable to vendor(as mentioned above),interest as per the GST Acts & Rules, along with penalty, if any will be deducted for the delayed period i.e from the month of receipt till the month tax credit is availed, from the running bills.</p> <p>d. Penalty for Non-Compliance of GST Act Penalty amount so determined along with GST if applicable thereon shall be recovered from the vendor.</p> <p>e. In the event of introduction of new taxes / levies / duties, etc by the relevant Government (Central / State or any other authorized agencies) after Due Date of Tender Closing, same shall be reimbursed by HAL subject to submission of proof of payment of same by vendor.</p> <p>f. Change in rates / percentage (increase or decrease) of taxes / levies / duties, etc, indicated by the vendor against the cost quotation, shall be reimbursed or deducted (as the case may be) by HAL. However, reimbursement by HAL shall be subject to submission of proof of payment of same by vendor.</p> <p>g. With submission of quotes herein against this Tender Enquiry, the vendor pledges to pay relevant taxes to authorities concerned (Central / State / Local),including applicable taxes at the time of disposal of scraps generated during execution of PO (if placed) herein after this Tender Enquiry.</p> <p>HAL shall have no tax liabilities, what-so-ever, on behalf of the vendor.</p> <p>h. Tax Deduction at Source (TDS) shall be made by HAL as per Government prescribed norms with applicable amendments from time to time.</p> <p>i. As per GST provision the goods sent must be returned back to HAL within period of 12 Months. In case of goods/Raw materials /finished/semi finished parts not received by HAL, any applicable penalty with interest and GST leviable on HAL shall be borne by Vendor.</p> <p>TRADE RECEIVABLES DISCOUNTING SYSTEMS (TReDS): HAL is registered on TReDS platform (Trade Receivables Discounting Systems), as being promoted by Gol directive. To avail benefits given to MSMEs by Gol, It is required that all the MSME vendors to take note of the same and register on any one of the TReDS platform and avail the platform services which is being made available as per the Government initiative.</p>
<p>05.</p>	<p>VALIDITY:</p>



	<p>a. The cost quotation submitted herein against this tender enquiry should be valid for a minimum period of 120 days from the due date of Tender Enquiry.</p> <p>b. In the event of PO placement on the vendor against this enquiry, the prices should be firm and fixed as per the purchase order terms till execution of Purchase order. Revision in PO Price shall not be admissible by HAL after PO placement.</p>
06. PAYMENT:	<p>a. 100% payment after receipt and acceptance of finished items at HAL, Engine Division, Koraput Stores. Payment to be effected through banking channels into the Bank account of the Vendor. Payment terms as negotiated and agreed will be stated in the Order. It shall be the vendor's absolute responsibility to furnish to HAL the correct Bank Account details and to keep them up to date.</p> <p>i. Tax Deduction at Source (TDS) as applicable, with amendments therein from time to time, shall be deducted by HAL.</p> <p>ii. HAL is registered on TReDS (Trade Receivable Discounting Systems) Platform, a Government of India initiative. MSME vendors to take note and consider registering in same to avail benefits therein.</p> <p>Payments against staggered deliveries are admissible.</p> <p>b. It is mandatory as per GST Act vide Notification No. 17/2022 – Central Tax, New Delhi, Dated: 1stAugust, 2022, with amendments from time to time therein, for Supplier / Vendor having annual turnover exceeding Rs. 5 Crores (Rupees Five Crores only) to raise e-Invoice in the GST Portal only. In such eventuality, the Supplier's / Vendor's e-Invoice Number as per GST Portal shall be used by HAL for finalizing RRs' (Receiving Reports) for inward Parts / Goods prior to recommendation of payments therein with consequent availing of Input Tax Credit by HAL. Non-compliance of same shall authorize HAL to withhold payments due to the Supplier / Vendor against supplies to HAL, without any consequential damage claim, what-so-ever, by the Supplier / Vendor.</p>
07. INSPECTION:	<p>Items shall be inspected by HAL, Engine Division- Koraput Inspector at Vendor's works or at HAL as decided by HAL. The outcome of the inspection (Accept/Reject/Rework) will be final and binding on the Vendor. The Vendor shall facilitate and support inspection if it is conducted at its premises based on advance intimation by HAL. Even though PDI or other stage inspections might be involved, the final inspection and acceptance will be at HAL, Engine Division- Koraput.</p>
08. ACKNOWLEDGEMENT OF ORDER:	<p>Once the Order is placed by HAL, within 7 calendar days, an acknowledgement of the same shall be sent to HAL to confirm Acceptance of the Order including Specification, Quantity, Price, Payment Terms, delivery schedule, etc. as indicated in the Order. If Acceptance as above is not given within 7 calendar days, it will be deemed to have been accepted. In order to avoid future disputes, vendors are encouraged to go through the Order and its Terms & Conditions carefully and intimate HAL if any of the contents are not in line with what was quoted and/or in line with what was negotiated and agreed with HAL.</p>
09. MODALITIES FOR SELECTION OF L1 VENDOR:	<p>a. PO shall be placed on the L1 vendor, selected only amongst technically accepted vendors against this Tender Enquiry.</p> <p>b. The tender will be evaluated on item wise basis. Bid with lowest price conforming to the specification will be considered for placement of order. If two or more bidders quote the same</p>

	<p>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.</p> <p>c. L1 Vendor shall be evaluated as Lowest Landed Cost of individual Part No. herein this Tender Enquiry which shall be:</p> <p>i. Unit quoted price against individual part nos.</p> <p>d. The vendor cannot quote separately against tooling in the Cost Quotation. The cost quotation should include amortized tooling cost over the quantity indicated herein this enquiry for purpose of determination of L1 vendor.</p> <p>Note: NRC tooling cost will not be considered for HAL established vendors (in case the L1 Party herein this Tender Enquiry has proved and Productionized the parts herein against earlier HAL's Purchase Order).</p>
<p>10.</p>	<p>PURCHASE ORDER (PO) PLACEMENT:</p> <p>The quantity indicated herein this Tender Enquiry against each part number is for 03 years requirement. Year wise requirements are indicated in ANNEXURE-III.</p> <p>PO shall be placed on the L1 Vendor against each part herein with 03 years quantity requirement therein.</p>
<p>11.</p>	<p>DELIVERY:</p> <p>a. The delivery is for Ex-works Basis (Inclusive of Packing Charges and Taxes). Staggered deliveries of raw material from HAL side and semi-finished / finished parts from vendor's side shall be allowed.</p> <p>b. As per GST provision the goods sent must be returned back to HAL within a period of 12 months. In case of Goods/Raw-material/finished/semi-finished parts not received by HAL, any penalty with applicable interest and GST leviable on HAL shall be borne by vendor. In addition to penalty, Freight charges to be borne by vendor if items not delivered within one year.</p> <p>c. DELIVERY SCHEDULE:</p> <p><u>FAI / SAMPLE PART (Qty: 05Nos. (maximum)):</u> To be supplied within 26 weeks from the date of receipt of raw material / date of receipt of Part technology /date of receipt of all technical inputs including P-Size/ inspection or checking gauges at vendor's works, whichever is later.</p> <p><u>PRODUCTIONIZED PARTS:</u> To be supplied within 24 weeks from the date of receipt of raw material / date of receipt of Part technology/ date of sample part clearance/date of receipt of all technical inputs including P-Size/ inspection or checking gauges at vendor's works, whichever is later.</p> <p>Date of receipt of raw material (including parts for intermediate operations) by vendor shall be taken as 02 weeks from the date of dispatch from HAL's works.</p> <p>Date of dispatch from vendor's works (including parts for intermediate operations) shall be taken as 02 weeks prior to date of receipt at HAL.</p> <p>In the event of vendor forwarding original courier docket / receipt of HAL authorized courier agency / freight forwarder with clear indication of date of receipt / dispatch, along with</p>

	<p>Invoice during bills settlement, actual date shall be taken for computing the time taken for delivery.</p> <p>d. The Vendor shall be entitled to seek extension of Delivery Schedule as in the PO, without prejudice to the rights of HAL, through written application / e-mail to HAL at least 15 days prior to expiry of the delivery schedule, indicating reasons for seeking delivery extension and proposed delivery date. However, HAL shall have absolute authority for grant of said delivery extension to the Vendor and shall have all rights to decline the said request for delivery extension.</p> <p>e. Following shall not be accounted against delivery schedule herein and for calculation of Liquidated Damages (LD) thereafter:</p> <p>i. Time taken for special processes / intermediate operations which are not in vendor's scope of works and for which the part has to physically travel to HAL, including the transit period (defined above) involved therein.</p> <p>ii. Time between written correspondence from the Vendor indicating readiness of the parts and seeking deputation of HAL Inspector for Pre-Despatch Inspection (PDI) at Vendor's works, till date of completion of said Pre-Despatch Inspection by HAL Inspector at Vendor's works.</p> <p>However, any deputation of HAL personnel to vendor's works shall be at the sole discretion of HAL. If need be, HAL shall have authority to decline deputation of its personnel to vendor's works.</p> <p>In such case, time between written correspondence from the Vendor indicating readiness of the parts and seeking deputation of HAL Inspector for Pre-Despatch Inspection (PDI) at Vendor's works to date of written correspondence from HAL declining such request shall not be accounted against delivery schedule herein and for calculation of Liquidated Damages (LD) thereafter.</p> <p>iii. Any other unforeseen activities which can be attributable to HAL.</p> <p>f. Quantity against FAI / Sample Part (defined above) shall be increased / decreased by HAL through written instruction to the vendor.</p> <p>g. The arithmetic difference between PO quantity of a Part and quantity used by the vendor for acceptance of FAIR, shall be treated as Productionized Parts.</p>
<p>12.</p>	<p>LIQUIDATED DAMAGES:</p> <p>The delivery schedule indicated herein shall be deemed to be the essence of the PO and delivery should be completed not later than the dates specified therein. Should the vendor fail to deliver the parts within the indicated delivery schedule, HAL shall be entitled at its option:</p> <p>a. to recover from the Vendor, Liquidated Damage and not by way of penalty, a sum of 0.5% of the value of the part so delayed, per week or part thereof, subject to maximum of 5.0% of total value of the part in the PO.</p>
<p>13.</p>	<p>RAW MATERIAL:</p> <p>a. Raw material (bar stock/forgings / castings/sheet etc.) required for machining into final part will be supplied by HAL in staggered manner. Only HAL supplied raw material is to be used by vendor for production of parts.</p> <p>b. Raw material sent by HAL to the vendor shall have clear indication of (a) Melt Number and (b) Batch Number / Serial No. The vendor is required to transfer the indication of melt number and</p>

	<p>batch number / Serial No. on to the part at the stage required as per the technology. The vendor is required to store the raw material and supply intermediate / finished parts melt no. / batch no. / Serial No. wise.</p> <p>Any mixing of raw material will be treated as rejection with recovery of cost of raw material from vendor thereof.</p> <p>c. Raw materials are to be stored in a separate enclosure at vendor's place with proper identification tag. Any raw material without identification tag witnessed by audit team / HAL team shall be treated as rejection chargeable against the vendor.</p> <p>d. Defects noticed on raw material (like material deformations, cracks, etc) during machining are to be informed by vendor to HAL. No further operations should be carried out by the vendor and the defects are to be preserved for physical reconfirmation by HAL. In case of defects attributable to HAL, the vendor shall be reimbursed on work accomplished on same upto the appearance of material defect(s).</p>
<p>14.</p>	<p>DAMAGE/LOSS TO MATERIAL/ASSETS:</p> <p>In the spirit of a Bailor-Bailee relationship, in case material, tools, etc. are supplied by HAL, the Vendor shall take due care of these assets to prevent loss, damage, theft, pilferage, etc. due to man-made or natural causes.</p> <p>However, normal wear and tear of these assets while in usage will not be considered as damage for the above purpose. Vendor is strongly urged to procure Insurance Policy to cover the risk of loss/damage to materials and assets issued by HAL.</p>
<p>15.</p>	<p>SPARE CAPACITY:</p> <p>Vendor should have sufficient spare capacity for Prove out and deliver the parts within delivery schedule the manufactured item in this tender as per RFQ.</p>
<p>16.</p>	<p>TECHNOLOGICAL REQUIREMENTS:</p> <p>a. Parts are to be machined / manufactured only as per the herein supplied Controlled Copy of the Technology, with amendments / updations from time to time.</p> <p>b. In case of minor change in design/ technology after Ordering, there will be no change in prices. Major changes will involve renegotiation of the terms of the Order/Contract and amendment of the Order/Contract unless the vendor is ready to absorb the changes voluntarily.</p> <p>c. Normally parts are used for Overhaul / ROH engines where P-sized components are mostly required to suit the wear and tear of the matching components in Overhaul /ROH Engines.</p> <p>d. P-size means, in some critical dimensions, some extra material to be kept or to be removed as per the ROH requirements. The P-size can be defined as P1 or P2 or P3 or P4 or any P-size as & when required. Further the component will be converted and matched at HAL, Koraput as per ROH requirement.</p> <p>e. The supplier here in this tender will supply the normal part or required P-sized part in full or in partial quantity as per requirement. The requirement along with technological documents for P-size will be supplied by e-mail as and when such requirement exists. However, whether normal component or P-sized component, unit price remains same as quoted in this tender.</p> <p>Technologies :</p> <p>Technological changes (if any) shall be intimated by HAL in writing to the vendor.</p>

	<p>The vendor may develop its own detailed technology suiting its machine set-up without changing the sequence of special processes / intermediate operation. However, such technology developed by vendor shall mandatorily have the written approval of HAL.</p> <p>f. Hardness Check (if any) required to be carried out on the part based on supplied Technology, the vendor is required to arrange the same at NABL Approved Laboratory, only with prior written approval of HAL. In such case, the cost incurred for same, by the vendor, shall be reimbursed by HAL, subject to submission of proof of payment against same by the vendor (invoice / bill copy, etc.).</p> <p>g. Parts are to be preserved between operations as per conditions laid down in technology. Non-preservation between operations may lead to rejections attributable to the vendor.</p> <p>h. Before submission of quote against this enquiry, vendor is free to visit HAL to discuss and understand technological issues / details. If need be, the vendor may seek extension of Tender Due Date through written application to HAL.</p> <p>i. Submission of quote against this enquiry will deem to be an undertaking by the vendor regarding complete understanding of technology.</p> <p>j. Further, the vendor pledges to incorporate minor technological changes (if any) on the part without any additional cost implications. Such technological changes (if any) shall be intimated by HAL in writing to the vendor. The minor technological changes herein shall be defined as any changes which does not require additional toolings.</p>
<p>17.</p>	<p>SUPPLY OF SPECIMEN:</p> <p>a. Technology may indicate requirement of specimen along with semi-finished / finished parts for the purpose of evaluating / checking hardness during heat treatment / grain growth / internal metallurgy, etc. It is mandatory for the vendor to supply required quantity of specimen, with required machining accomplished, at the stage it is required to be supplied, strictly in compliance with technological norms, along with the supplied semi-finished / finished parts.</p> <p>b. Vendor shall amortize the machining / supply cost of such specimen over the unit part cost. No separate reimbursement / payment shall be made by HAL against supply of such specimen.</p> <p>c. Non-compliance vis-à-vis supply of specimen by vendor shall authorize HAL to withheld inspection / acceptance of the part(s) supplied and payments due to the vendor thereafter.</p>
<p>18.</p>	<p>QUALITY REQUIREMENTS:</p> <p>a. Parts are to be inspected as per HAL Quality Plan and Inspection Record Sheet (IRS) as indicated in the enclosed Technology.</p> <p>b. It is mandatory for the vendor to mark Serial No. on all outgoing parts (including parts for intermediate operations) from Vendor's works to HAL.</p> <p>The Serial No. to be marked on the Parts should be WO No. indicated in the HAL's Dispatch Advice + Batch No. + Vendor's SI No. indicated in the IRS or as instructed in relevant technology / HAL.</p> <p>However, this clause is not applicable for small parts like nuts, bolts, washers, etc.</p> <p>c. Vendor is required to intimate readiness for First Article Inspection (FAI).</p>

	<p>Acceptance of First Article by HAL Quality Control Department is a must before commencement of machining of Productionized Batch by the Vendor. To this effect, HAL shall supply a written accepted First Article Inspection Report to the vendor against each part.</p> <p>d. Inspection Record Sheet (IRS) indicating physical dimensions on the part and instruments / gauges used should be recorded at each stage of inspection with reference to the process technology supplied by HAL and to be sent along with part while dispatching to HAL.</p> <p>Mismatch in Serial No. of Part on IRS and Serial No. marked by vendor on Part is not permissible.</p> <p>e. As part of certification of FAI part, after satisfactory prove-out / acceptance of machining parameters as per supplied technology / drawing / technical instruction, MANUFACTURING SUBSTANTIATION TEST (destructive testing) shall be carried out by HAL at its works (if required) on the supplied and accepted FAI part. Such part on which destructive testing is carried out shall be accepted for reimbursement of payment to the vendor.</p> <p>f. Prevent use of counterfeit parts.</p> <p>g. Make your people aware of their contribution to product or service conformity, their contribution to product safety, importance of ethical behavior.</p> <p>h. Pre-Despatch Inspection (PDI) by HAL authorized Inspector, at vendor's works is permissible during FAI prove out and for production batches. Such deputations of HAL authorized personnel to vendor's works, shall be at HAL's cost. To this affect the vendor shall forward a written communication to HAL indicating readiness of the part(s) and requesting deputation of HAL personnel for PDI at its works.</p> <p>However, any deputation of HAL personnel to vendor's works shall be at the sole discretion of HAL. If need be, HAL shall have authority to decline deputation of its personnel to vendor's works. In such situation, the vendor is required to send the parts to HAL, for required quality checks.</p> <p>IMPORTANT: Deputation of HAL authorized Inspector, by HAL, shall be made with the good faith that part(s) indicated in PDI call by the vendor, are ready for inspection on-site. Any hoax PDI Call by vendor shall authorize HAL for any penal action against the vendor, as deemed fit, which shall include recovery of deputation charges, on actuals, of the HAL authorized Inspector.</p> <p>i. Final inspection and acceptance of part(s) will be done at HAL. This shall also be applicable for part(s) for which PDI has been done by HAL authorized Inspector at vendor's works. The Inspection Report generated by HAL Quality Control Department after physical checking at HAL's works will be final and binding on the vendor.</p> <p>j. During inspection of parts at vendor's site, the instruments / gauges provided by the vendor should be free of any charges on returnable basis.</p> <p>k. With submission of cost quotation against this enquiry, the vendor agrees for Quality / Process Audit(s) by HAL / HAL Authorized Agencies at it works, with frequency of such audits as desired by HAL.</p>
<p>19.</p>	<p>ACCEPTANCE OF PART(S):</p> <p>a. Final inspection and acceptance of the semi-finished / finished part will be carried out at HAL. HAL's decision will be final and binding on the vendor.</p>

	<p>b. Any defect / damages attributable to the Vendor, shall not be accepted by HAL and same is to be reworked by the vendor.</p> <p>c. Rework(s) are to be carried out by the vendor, free of any charges, within 30 days of reporting of same by HAL failing which HAL reserves right to carryout required rework with resources at its disposal and deduct amount on actuals based on HAL's own Standard Man hour and Man hour Rate at the time of incurrence.</p>
<p>20.</p>	<p>TECHNICAL SUPPORT: With submission of cost quotation, HAL understands that the vendor has clear understanding of technological and technical requirements herein.</p> <p>However, without prejudice to the rights of either party (HAL / Vendor), HAL also understands that required hand-holding in technical matters is to be provided by HAL to the vendor and that required technical / technological support and knowledge sharing is to be provided by HAL to the Vendor during machining of the parts herein.</p> <p>Hence, as a hand holding / knowledge sharing apparatus, if need be, only on written application / e-mail from the vendor, HAL shall depute its Operator(s) / Inspector(s) / Executive(s) to the vendor's works, at HAL's cost, for solving technical issues arising out of or during machining of the parts herein / for Pre Dispatch Inspection. However, HAL shall have absolute authority over any decision(s) regarding deputation of HAL personnel to vendor's works and that HAL shall have all rights to decline vendor's request for deputation of HAL's personnel to vendor's works. Decision of HAL shall be final and binding on the vendor.</p>
<p>21.</p>	<p>RIGHT TO ACCESS: HAL, its customers (Indian Air Force) and HAL's Regulatory Authorities like DGAQA, RCMA shall have the right to access, as and when desired by them, to all technical documents / technology at vendor's works, facilities and areas of production of parts herein in this enquiry and PO placed thereafter.</p>
<p>22.</p>	<p>TOOLING:</p> <p>a. The vendor is required to develop required "tooling" for execution of PO.</p> <p>b. HAL will not provide any machining fixtures. All the machining fixtures required for machining shall be developed by the vendor only.</p> <p>c. Only some Special/critical inspection gauges will be provided by HAL to vendor on returnable basis, subjected to availability of the same at HAL-Koraput.</p> <p>d. The term "tooling" herein above does not include special purpose measuring / checking templates / gauges with their relevant holding bases. The special purpose measuring / checking templates / gauges with their relevant holding bases shall be identified from and shall be based on supplied Part Technology with its amendments / alternates as indicated therein.</p> <p>e. Special purpose measuring / checking templates / gauges shall be supplied by HAL to the vendor subjected to availability of the same at HAL-Koraput, free of any charges and on returnable basis, against written e-mail / letter / application from the Vendor.</p> <p>In the event of non-availability of any such special purpose measuring devise(s) with HAL / inability of HAL in forwarding such special purpose measuring devise(s) to the Vendor, HAL shall indicate in writing to the vendor, alternate method of checking including checking with Coordinate Measuring Machine (CMM). It shall be the responsibility of the vendor to incorporate the same at vendor's cost.</p>

	<p>The delivery mode of the above special purpose measuring / checking templates / gauges to the vendor by HAL, shall be same as the delivery mode of the Parts in the PO hereafter.</p> <p>f. The vendor can not quote separately against tooling in the Cost Quotation. The cost quotation should include amortized tooling cost over the quantity indicated herein this enquiry for purpose of determination of L1 vendor.</p>
<p>23.</p>	<p>PRESERVATION AND PACKING:</p> <p>a. Before packing, parts are to be preserved as per procedure laid down in technology. Corrosion on part is strictly prohibited. Any rejection due to corrosion during transit shall be to vendor's account.</p> <p>b. Finished / semi-finished parts before dispatch to HAL are to be preserved and packed as per sequence below:</p> <p>i. LEVEL-I: Preservation of the part with grease / oil. Preservation life should be valid for 06 months (minimum).</p> <p>ii. LEVEL-II: Packing of individual part with Oil / Paraffin Paper.</p> <p>iii. LEVEL-III: Packing / cocooning of individual part with Bubble Packing.</p> <p>iv. LEVEL-IV: Packing of bubble packed parts in a box with partition of Synthetic Thermocol all around and also between two consecutive parts such that there is no part-to-part contact. Maximum parts per box should not be more than 10 Nos.</p> <p>v. LEVEL-V: Final packing of suitable no. of boxes defined in Level-IV above, in wooden box / plastic box such that it withstands drop load of 15g (minimum). Net Weight of such box should not be more than 20 kg.</p> <p>c. Compliance of above 05 Levels of preservation and packing is mandatory.</p> <p>d. Nicks / dents / damages, what-so-ever, on finished / semi-finished parts during transit is strictly prohibited. Any Nicks / dents / damages, what-so-ever, on finished / semi-finished parts are to be done good / reworked by vendor, free of any charges. Rejections, if any, during transit from vendor's works to HAL shall be to vendor's account.</p>
<p>24.</p>	<p>REJECTION ALLOWANCE:</p> <p>a. Vendor is required to take utmost care to avoid rejection of HAL supplied raw material.</p> <p>b. Rejection of 02 numbers of parts per Part No. during Sample Part prove-out/FAI is permissible, without any cost recovery from the vendor.</p> <p>c. The maximum permissible rejection allowance will be 5% of the quantity on Order (or the final quantity deliverable as per any subsequent amendment, Short-Closure or Termination) or One (1), whichever is higher. HAL will supply additional material free of cost to the extent to cover the rejection.</p> <p>d. In case the rejection exceeds the allowance value, HAL at its discretion may issue further material to complete the Order, but the value of materials rejected beyond the allowance value shall be paid by the vendor to HAL.</p>

	<p>e. In the above case, the labour and other costs incurred by the vendor on the rejected item(s) up to the stage of rejection will not be paid by HAL.</p> <p>f. Wherever defects are noticed by the Vendor in HAL supplied materials during machining/processing, the Vendor shall forthwith stop the operation and inform the Outsourcing Dept. of HAL, ENGINE DIVISION-KORAPUT. After inspection of the material/part and verification of the claim will issue additional material if called for. HAL will also work out a mutually acceptable, fair and equitable compensation to the vendor for the work already done before the defect became apparent.</p> <p>g. Rejections due to transit damages, from vendor's works to HAL, shall be attributable to the vendor. Hence, the vendor shall take utmost care to preserve and pack the parts suitably to avoid part-to-part contact / transit damages.</p> <p>h. Damages during transit from HAL to vendor's works shall not be attributable to the vendor. However, the vendor shall be liable to intimate to HAL in writing, within 10 working days of receipt of same regarding occurrence of such damages (with photographic proof if possible).</p> <p>i. Deductions on account of operations not carried out by the vendor as per purchase order, and carried out by HAL shall be based on the total quantum of re-work involved, the purchase order value and HAL Estimated value.</p> <p>j. Raw material cost detailed herein at ANNEXURE-II.</p>				
<p>25.</p>	<p>SCRAP ALLOWANCE: The scrap generated during machining of HAL supplied raw material need not be returned. However, cost quotation by the vendor against this enquiry will be understood to have been submitted after deduction of value of scrap estimated to be generated.</p>				
<p>26.</p>	<p>REIMBURSEMENT AGAINST URGENT PROVISIONING / REJECTION(S) ATTRIBUTABLE TO HAL: In case of urgency, HAL may decide to withdraw raw material from vendor or retain the raw material after intermediate operations / special processes, for carrying out further operations within HAL. However, such withdrawal shall be resorted by HAL on extremely sparing cases and shall be based on urgency only.</p> <p>Further, there exists possibility of rejection(s) attributable to HAL like, material handling within HAL, during accomplishment of special / intermediate operations, supply of defective raw material, onward transit from HAL to Vendor's works, destructive testing on supplied parts, change of material / drawing / technology specifications, etc.</p> <p>In such eventuality payments to be released to the vendor, on actual works done at vendor's works, shall be as per the formulae below:</p> <table border="1" data-bbox="264 1671 1522 1865"> <tr> <td data-bbox="264 1671 606 1765"> <p>Ratio of Work Done per unit</p> </td> <td data-bbox="606 1671 1522 1765"> <p>= (HAL's estimated SMH, per unit, for actual woks done at Vendor's works) ÷ (HAL's Total Estimated SMH, per unit, for works in Vendor's scope of works as per PO)</p> </td> </tr> <tr> <td data-bbox="264 1800 606 1865"> <p>Payments to be released per unit</p> </td> <td data-bbox="606 1800 1522 1865"> <p>= (Ratio of Work Done per unit) x (Unit Price as in Purchase Order)</p> </td> </tr> </table>	<p>Ratio of Work Done per unit</p>	<p>= (HAL's estimated SMH, per unit, for actual woks done at Vendor's works) ÷ (HAL's Total Estimated SMH, per unit, for works in Vendor's scope of works as per PO)</p>	<p>Payments to be released per unit</p>	<p>= (Ratio of Work Done per unit) x (Unit Price as in Purchase Order)</p>
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<p>Payments to be released per unit</p>	<p>= (Ratio of Work Done per unit) x (Unit Price as in Purchase Order)</p>				
<p>27.</p>	<p>PARALLEL ORDER/ CONTRACT: Nothing in this enquiry and PO placed thereafter shall preclude HAL from entering now or hereafter into any order / contract with others for manufacturing and supply of same or similar goods.</p>				

<p>28.</p>	<p>QUALITY AND WORKMANSHIP: The Vendor shall ensure that the items/components supplied by them shall be of the highest quality and workmanship and as per the drawings & specification provided by HAL. Wherever orders are placed in accordance with particular specification/drawing requirement, it will be deemed to be an undertaking by the Vendor that they have fully acquainted themselves with various drawings/ specifications/standards thereof.</p>
<p>29.</p>	<p>SECURITY OF RAW MATERIAL / TOOLINGS: INDEMNITY BOND: In case materials and/or assets are supplied by HAL, the vendor shall furnish Indemnity Bond as per HAL Indemnity Bond format, prior to collection of material and assets from HAL. The value covered by the Indemnity Bond shall be Rs. In Lakhs (IB value shall be as per value of HAL raw material and tooling, gauges if any) at the time of ordering. In case any loss or damage occurs, the vendor shall make good the loss on its own accord and continue the work or seek fresh material from HAL after compensating HAL for the value of loss/damage as assessed by HAL. In case the vendor fails to do so, HAL reserves the right to seek legal remedy for enforcing its claim.</p> <p>a) Material shall be supplied against furnishing of an Indemnity Bond by the Vendor in favor of HAL, covering the cost of material and/or tooling gauges (if any) which should be valid till completion of supplies plus 60 days. Indemnity Bond format shall be in HAL provided format. The same shall be executed on non-judicial stamp paper (Rs. 200) and notarized.</p> <p>b) For estimating the value to be indicated on the Indemnity Bond, the landed cost of material, cumulative value addition on it by HAL or other vendors up to the time of delivery of material to the vendor, cost of tools, etc. (HAL supplied or fabricated by the vendor at HAL cost) and cost of prototype/ samples/other items of value supplied by HAL on returnable basis and the cost of any other such asset issued free of cost to the vendor shall be consolidated. Any claim on the vendor against the Bond should be limited to the actual loss or damage suffered by HAL.</p> <p>c) If a semi-finished item has to come to HAL for any intermediate operation, when the item is sent back to the vendor, its value should ideally include the Value Added (VA) by the vendor as well as by HAL up to that stage. However, for the Indemnity Bond, such VA after placement of Order should be ignored. In other words, such VA should be included in the value for Bond purpose only if the VA occurs prior to placement of Order.</p> <p>d) The vendor is required to take Comprehensive Insurance Policy covering all risks including fire, theft, damages, loss, etc. for the HAL material till the same is in custody of the vendor. The value of the said Insurance Policy should be equivalent to estimated value of HAL material in the custody of the Vendor. The said Insurance Policy should be insured in favour of HINDUSTAN AERONAUTICS LIMITED, ENGINE DIVISION – KORAPUT.</p> <p>e) HAL shall have absolute authority to withhold payments due to the vendor, in absence of above Indemnity Bond, Insurance Policy and other statutory requirements.</p> <p>f) The vendor also pledges to furnish other future statutory requirements declared by Government Agencies from time to time, due to change / amendment in Outsourcing Policy or Law of the Country (India) or applicable State(s) of India, as may be requested in writing by HAL.</p>
<p>30.</p>	<p>TRANSPORTATION: a. Movement of parts from the vendor to HAL, shall be carried out by HAL's authorized agency. Details of HAL's authorized courier/agency shall be detailed in the PO (if placed).</p>
<p>31.</p>	<p>SUB-CONTRACTING / SUB-LETTING:</p>



	<p>The Vendor shall not sub-contract the scope of work under the Order in whole (or to an extent large enough) to any other party in such a manner as to make itself equivalent to an agency or intermediary. In case more than 25% of the scope of work (SOW) in terms of value is proposed to be sub-contracted to a single third party, prior written consent of HAL shall be taken. If the vendor will subcontract any portion of the SOW to a third party and the value of such subcontracting will be Rs. 2 (Two) crores or more, the vendor should be ready to sign a tripartite Integrity Pact (HAL, vendor and the subcontractor) if so demanded by HAL and in a format specified by HAL.</p>
<p>32.</p>	<p>PARTICIPATION OF DEMERGED ENTITIES IN PUBLIC PROCUREMENT OPPORTUNITIES: HAL may consider in suitable demerged cases by considering the credentials based on merit and circumstances of the cases like type of procurement, nature of demerger , number of bidders available etc.,</p> <p>Vendor shall submit the relevant documents with Bid documents, same will be reviewed case to case and decision will be taken by HAL TEC committee.</p> <p>HAL is having sole authority to reject the offers at any point of time based on the criticality of components and not complying credentials to HAL requirements.</p>
<p>33.</p>	<p>MATERIAL CHANGE INFORMATION: Vendor shall always inform any material changes in the information already declared/furnished by them at the time of registration or afterwards, within 30 days of such material change in information. Non-compliance in this regard may result in de-registration of the Vendor. In the case of serious breaches, the Order is liable to be terminated at HAL's discretion.</p>
<p>34.</p>	<p>CONFIDENTIALITY: Vendor is given the drawings/ process sheets and other documentation for manufacture of the components required by HAL, ENGINE DIVISION-KORAPUT. The documents issued to Vendor are strictly confidential. Vendor should keep them in safe custody. The information contained in the documents should not be divulged to any other person(s) or entities. Vendor is solely responsible to prevent any loss of these documents.</p> <p>No extra copies of the documents should be made other than for essential and legitimate purposes, in any case ensuring confidentiality. Any violation by Vendor of these instructions will make Vendor liable for penal action under section 3 and 5 of the Official Secrets Act, 1923. The drawings shall be the property of HAL and shall not be used for any purpose other than the purpose intended under the Order/Contract. Where technical inputs/assistance is provided to the Vendors by HAL to facilitate work, such inputs shall also be treated as confidential information and safeguarded accordingly. Vendor shall not directly deal with HAL's customers for the items deliverable to HAL under this Order unless expressly instructed to do so by HAL.</p> <p>Subcontractor has to sign Non-Disclosure agreement and submit it along with the technical bid. The confidentiality and Non-disclosure undertaking format is attached at NDA Format Sheet.</p>
<p>35.</p>	<p>INTELLECTUAL PROPERTY (IP) RIGHTS, ETC.</p> <p>a. Vendor agrees that HAL shall be the sole owner of all Intellectual Property (IP) generated in the performance of this Contract by or on behalf of the Vendor with the aid of either funding and/or technical inputs from HAL (hereinafter referred to as 'Foreground IP'). To the extent that Vendor's sub-contractors perform any part of the Contract, the Vendor shall ensure that any Foreground IP arising from such work shall be assigned to HAL. Vendor shall share with HAL all documentation necessary for HAL to exercise its rights to Foreground IP. If required by HAL, Vendor shall assist HAL in registering the Foreground IP in favour of HAL.</p> <p>b. Vendor grants to HAL an irrevocable, non-exclusive, world-wide, royalty-free license to sell, offer for sale, use, and distribute HAL Products incorporating the item(s) supplied by the</p>

	<p>vendor under this Order which item(s) may contain Background IP of the vendor. Background IP shall mean and include all pre-existing inventions and IP necessary for HAL to exercise its rights to Foreground IP.</p> <p>c. Vendor shall indemnify and protect, at its own cost, HAL in respect of cost/claims/ liabilities (including attorney's fees and associated costs of legal proceedings) arising from any violation of Intellectual Property Rights of any third party with respect to Supplies/Services provided by the vendor. If HAL or HAL's customer/s are unable to put to use the Supplies/Services or a portion thereof as a result of violation of the Intellectual Property of any third party, the vendor shall within reasonable time at vendor's own cost either,</p> <ol style="list-style-type: none"> i. Procure for HAL and HAL's Customer/s the right to continue using the Supply/Service or, ii. Replace or modify the Supplies/Services so that it becomes non-infringing or, iii. Compensate HAL for the damages suffered by HAL arising due to inability to put to use the supplies/services or a portion thereof. <p>d. In case the supplier receives a requirement/ request for supply or repair of deliverables of this contract directly from any third party including HAL's customers, such request shall be forwarded to HAL.</p> <p>Intellectual Property for the purpose of this clause includes inventions, discoveries and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software (including without limitation, source code, object code, source code listings and object code listings that would enable the software to be reproduced or recreated), topology of integrated circuits, databases or any other such results of intellectual activity.</p> <p>Vendor shall return/erase of HAL supplied data, information, drawings, process sheets, documents etc., (hard copies and soft copies in CD/DVD/etc.) from the unsuccessful bidders as well as bidders not quoting against HAL's requirement immediately on completion of the bidding process.</p>
<p>36.</p>	<p>RETENTION OF RECORDS:</p> <p>a. On placement of PO against this enquiry, the vendor pledges to preserve and retain all Inspection Record Sheets detailing dimensions of parts supplied for a period of Fifteen (15) years from the date to last supply of part.</p> <p>b. The vendor also pledges to supply to HAL or HAL authorized agency such Inspection Record Sheet, on demand, within 30 days of receipt of written application from HAL.</p>
<p>37.</p>	<p>RISK PURCHASE:</p> <p>In case the vendor fails to deliver items as per the specifications, scope, quality or schedules as per the Order, the vendor shall compensate HAL for the additional costs incurred by HAL in arranging for the supplies which are in default. Prior to invoking this clause, HAL will issue a Notice stating its intention to go ahead with alternative arrangements and the obligations of the vendor. In case a resolution to the issue is not proposed by the vendor within 15 days or if that proposal is unacceptable, HAL will initiate action to Short-Close or Terminate the Order and go ahead with making alternative arrangements including prospecting other vendors. In this case, the vendor shall be liable to pay HAL the difference between the price at which such alternate arrangement will be made and the price as per the Order/Contract with the vendor for the items undelivered or delivered with non-compliances. This is in addition to other claims and remedies available to HAL including the imposition of Liquidated Damages.</p>
<p>38.</p>	<p>WARRANTY:</p>



	<p>The Items supplied shall be free from any defects/poor workmanship and shall be guaranteed for Quality/satisfactory performance for a period of 12 months from date of final acceptance by HAL. Any defect or deviations or shortfall against the Technical Specifications of the item Warranty period shall be rectified by the Vendor at its own cost.</p> <p>HAL at its option may insist on the vendor furnishing a Performance Bank Guarantee (PBG) for 10% of the value of the Order to cover HAL's risks during the Warranty period. Such PBG in HAL's format should be valid till 60 days after the last item is delivered. Post the Warranty period or post the expiry of the PBG as applicable, any rework or rectification to address defects noticed should be undertaken by the vendor on mutually agreed terms.</p>
39. APPROPRIATION:	<p>Whenever under this Order/contract any sum of money is recoverable from the Vendor, HAL shall be entitled to recover such sum by the following means sequentially until the entire claim is covered.</p> <ul style="list-style-type: none">a) Deduction from payables under the present Orderb) Deduction from payables under any other Order placed by the HAL Division that placed the present Orderc) Deduction from payable under any Order placed by any other Division of HAL <p>If the entire claim cannot be covered by the above, the vendor shall make a direct payment to HAL through Bank transfer for the balance amount. If this not done, then HAL will invoke the Indemnity Bond for recovery through legal process. Notwithstanding the remedies available as above, HAL reserves the right to come to a negotiated settlement with the vendor in case the circumstances so warrant.</p>
40. INTEGRITY PACT:	<p>It is mandatory for the vendor to sign Integrity Pact with HAL in the event of PO placement for value more than Indian Rupees 50 million or equivalent in US Dollar.</p>
41. FALL CLAUSE:	<p>During the validity of the present Order, the vendor shall not sell or offer to sell the items deliverable under this Order to any other buyer at prices lower than those agreed in this Order. In case it comes to the notice of HAL that this condition is breached HAL, if it so chooses, will notify the vendor accordingly and seek the benefit of such lower prices which shall be passed on to HAL without demur. Such benefit will arise from the date on which sales at the lower prices is made/ offered by the vendor to any other buyer.</p>
42. TERMINATION OF CONTRACT:	<p>In the event of HAL, ENGINE DIVISION -KORAPUT not being satisfied with the performance of the Vendor for any reason including breach of contract, or for HAL's own convenience, HAL , ENGINE DIVISION -KORAPUT shall be entitled to terminate the Order/contract, after giving 30 days' notice in writing to the Vendor by registered post. In case of a termination for convenience of HAL, the compensation payable to the vendor shall be worked out on a fair and equitable basis and then agreed mutually through negotiation. In case the termination is warranted for reasons entirely attributable to the vendor, no compensation shall be payable, but HAL shall be entitled to claim remedies as available under the present Order. Further, upon termination, the Vendor shall ensure the following at its own expense and within 30 days after the termination is formally completed.</p> <ul style="list-style-type: none">a) All the materials supplied by HAL, except what is allocable on a pro rata basis to the deliveries completed before the date of receipt of the Notice of Termination, to be returned to HAL. This shall include unused raw materials, semi-finished items and finished items ready to be delivered.b) All the other assets (Tools, Jigs, Fixtures, Inspection equipment, etc.) supplied by HAL or fabricated by the vendor using HAL funds to be returned to HALc) All the documents (in soft and hard copies) supplied by HAL to be returned to HAL.



	<p>d) All spare copies of documents, soft copies in vendor IT system to be permanently erased/destroyed.</p> <p>e) For enabling HAL to make alternative arrangements for supply of the items, the vendor shall transfer drawings, documents, process sheets, methodology, etc. to HAL including IP rights (if involved) for use by HAL. In case the termination is for HAL's convenience, the parties will negotiate the terms of such transfer.</p> <p>f) In case the vendor has sub-contracted a portion of its scope of work, all of the above stipulations to be understood to include the materials, documents, etc. issued to/available with the sub-contractors of the vendor also.</p>
43.	<p>STOP ORDERS, SHORT CLOSURE/TERMINATION:</p> <p>After placement of Order, in the event of drawing change, process change, material change etc., entailing a change in scope of work and associated change in price beyond what was defined as minor change, the Outsourcing department shall immediately release "Stop Order" on the vendor. If the vendor agrees to continue work based on the changed scope and revised price as agreed with HAL, the Stop Order should be withdrawn after the Order/Contract has been amended accordingly. If no negotiated settlement is reached, the Order/Contract should be terminated/short-closed and the requirement with changed scope tendered afresh.</p> <p>In case of short closure/termination, the compensation payable to the vendor should be determined based on the principle of equitable price adjustment.</p>
44.	<p>AGENTS/AGENCY COMMISSION:</p> <p>The vendor confirms and declares that the vendor has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to HAL or any of its functionaries, whether officially or unofficially, to the award of the contract/ order to the vendor; 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 Vendor agrees that if it is established at any time to the satisfaction of HAL that the present declaration is in any way incorrect or if at a later stage it is discovered by HAL that the vendor 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 vendor will be liable to refund that amount to HAL.</p> <p>The vendor will also be debarred from participating in any RFQ/Tender for new projects/program with HAL for a minimum period of five years. HAL will also have a right to consider cancellation of the contract/ order either wholly or in part, without any entitlement or compensation to the vendor who shall in such event be liable to refund to HAL, all payments made by HAL in terms of contract/ order along with interest at the rate of 2% per annum above SOFR (Secured Overnight Financing Rate) (for foreign vendors) and MCLR of State Bank of India plus 2% (for Indian vendors) as on the date of payment.</p> <p>HAL will also have the right to recover any such amount from any contracts/ order concluded earlier with HAL.</p>
45.	<p>IMMUNITY TO THE GOVERNMENT OF INDIA:</p> <p>It is expressly understood and agreed by and between Vendor & HAL that HAL is entering into this contact solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Vendor expressly agrees, acknowledges and understands that HAL is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and</p>

	<p>shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Vendor hereby expressly waives, releases and foregoes any and all actions, including counterclaims, impleader claims or counter claims against the Government of India arising out of this contract and covenants as to any manner, claim cause or action whatsoever arising out of or under this contract.</p>
<p>46.</p>	<p>ARBITRATION: All disputes related to this Order shall at first instance be resolved through friendly negotiations. If the dispute cannot be resolved thus, the matter shall be referred to Arbitration as follows.</p> <p>(a) For Vendors other than Government entities and MSMEs: All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation 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 (ICA) and the award made in pursuance thereof shall be binding between the parties.</p> <p>(b) For a Vendor who is a government entity: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD (Administrative Mechanism for Resolution of CPSE's Disputes) as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14/12/2022 as amended and the decision of AMRCD on the said dispute will be binding on both the parties.</p> <p>(c) Applicable only for MSME Vendor: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over the Indian Arbitration and Conciliation Act, 1996 which is in force from time to time.</p> <p>d) The arbitration shall be conducted by sole arbitrator to be appointed by The Chief Executive Officer (CEO), Hindustan Aeronautics Limited, Ojhar, Nashik (or) General Manager, Engine Division-Koraput. The so-appointed arbitrator shall be acceptable and binding on both the parties.</p> <p>e) The venue of the arbitration shall be Sunabeda, Dist: Koraput, Odisha or any other venue selected by the arbitrator at the arbitrator's discretion.</p> <p>f) Decision of the arbitrator shall be final and binding on both the parties.</p>
<p>47.</p>	<p>WORK AND PAYMENT DURING ARBITRATION: Work under the contract and related activities including payments can, if reasonably possible, continue by mutual agreement during the arbitration proceedings.</p>
<p>48.</p>	<p>BIDDER'S 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 (i.e. the registration committee constituted by the Department for Promotion of Industry and Internal Trader (DPIIT). However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects are not required to register with Competent Authority and will be eligible to bid in this tender.</p>

	<p>A bidder also need to mention whether they have any transfer of technology (ToT) arrangement with an entity from a country which sharing land border with India. In such cases where they have ToT arrangement with such countries (which sharing land border with India), then the concerned bidder need to obtain registration from competent authority (Committee constituted by DPIIT).</p> <p>Bidder from a country, which shares a land border with India, for the purpose of this Order means:-</p> <ul style="list-style-type: none"> i) An entity incorporated, established or registered in such a country; or ii) A subsidiary of an entity incorporated, established or registered in such a country; or iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or iv) An entity whose beneficial owner is situated in such a country; or v) An Indian (or other) agent of such an entity; or vi) A natural person who is a citizen of such a country; or vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>Unless otherwise stipulated in the Contract, country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries and must conform to the declaration, made by the Supplier in its bid regarding but not limited to any restrictions on certain countries with land-borders with India.</p> <p>The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>Declaration certificates for procurement of Goods & Services to be provided as per enclosed format Annexure-IIA & Annexure-IIC.</p>
<p>49.</p>	<p>JURISDICTION:</p> <p>The Court at Koraput / Jeypore, Odisha only shall have jurisdiction to deal with and to decide any legal matter whatsoever arising out of this contract. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, which are in force from time to time. Nothing in this contract shall entitle the Parties to this contract to exercise the rights, privilege and powers conferred under this contract in any manner which will contravene the Laws of India.</p>
<p>50.</p>	<p>CORRESPONDENCES:</p> <ul style="list-style-type: none"> a. The vendor pledges to furnish the clarification within 15 days from the date of clarification sought by HAL pertaining to bills submitted and payment. b. Technical queries and other correspondences against this enquiry and PO thereafter shall be addressed to: <p>THE CHIEF MANAGER (OUTSOURCING) OUTSOURCING DEPARTMENT HINDUSTAN AERONAUTICS LIMITED ENGINE DIVISION – KORAPUT SUNABEDA- 763 002 ODISHA, INDIA e-mail: subcontract-ed.koraput@hal-india.co.in Phone No. (+91)6853-221908, Mobile: 9437526332</p>



- c. All consignments / material flows from vendor to HAL against the PO (if any) after this tendering action are to be addressed to:

THE OFFICER IN-CHARGE

M/s MANASA HOMES

**# 6-20-9/1, Beside Sai Baba Temple Park
KDPM High School Lane, East point colony,
Lawsons Bay colony, Pedawaltair
Visakhapatnam-530017
ANDHRA PRADESH**

E-mail: loviz.koraput@hal-india.co.in

Phone No. (+91)891 -2754376 or(+91)891 - 2708359

(OR)

THE OFFICER IN-CHARGE

RECEIVING STORES

HINDUSTAN AERONAUTICS LIMITED

ENGINE DIVISION – KORAPUT

SUNABEDA- 763 002

ODISHA, INDIA

E-mail: stores.koraput@hal-india.co.in

Phone No. (+91)6853 - 220295



Annexure-IIA

DECLARATION CERTIFICATE FOR PROCURMENT OF GOODS & SERVICES

Tender Ref. No.: _____ & Date : _____

To,
HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION – KORAPUT, ODISHA, INDIA

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 : _____ Signature : _____
Place : _____ Name of the Person : _____
Designation : _____
Firm Name : _____

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 restriction 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]



DECLARATION CERTIFICATE FOR PROCURMENT OF GOODS & SERVICES
(TRANSFER OF TECHNOLOGY)

Tender Ref. No.: _____ & Date: _____

To,
HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION – KORAPUT, ODISHA, INDIA

Type-I

Applicable for bidders (including Indian bidders) who are having Specified Transfer of Technology with an entity form a country which is not sharing a 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 having Transfer of Technology (ToT) arrangement. I hereby certify that this bidder does not have any ToT arrangement requiring registration with Competent Authority and this bidder is eligible to be considered.

Date : _____ Signature : _____
Place : _____ Name of the Person : _____
Designation : _____
Firm Name : _____

Type-II

Applicable for bidders (including Indian bidders) who are having Specified Transfer of Technology with an entity form a country which is sharing a 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 having Transfer of Technology (ToT) arrangement. I hereby certify that this bidder having ToT arrangement with an entity which 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 : _____



DEFINITIONS:

For the purpose of this Tender Enquiry and Purchase Order (if any) thereafter, unless the context otherwise requires, the following expressions / terminologies shall hereinafter have meaning assigned to them as defined below:

SL No.	EXPRESSION / TERMINOLOGY	DEFINITION
01.	VENDOR	The firm / organization / company to which this Tender Enquiry is sent for submission of quotation. It shall also imply to the party on which PO is placed post-tendering.
02.	HAL	Hindustan Aeronautics Limited, Engine Division – Koraput.
03.	PART	The component / item identified herein by Nomenclature and Part Number.
04.	TECHNOLOGY	Technical documentations, process sheets, components drawings, technical instructions or any other technical document related to machining of the part.
05.	SPECIAL PROCESS	Processes like Heat Treatment, NDT Checks, Broaching, Coatings, Pickling, Welding, Hardness Check, etc which are defined against HAL's scope of work.
06.	PO	Purchase Order
07.	INTERMEDIATE OPERATION	Process / operation for which the part has to travel physically to HAL.
08.	LTBA	Long Term Business Agreement.
09.	IRS	Inspection Record Sheet to be maintained by the vendor indicating actual dimensions of the part.
10.	P&F	Packing and Forwarding
11.	FAI / FAIR	First Article Inspection / First Article Inspection Report
12.	PRODUCTIONIZED PART	A Part for which First Article Inspection Report has been accepted by HAL and written confirmation has been issued by HAL to Vendor for supply of same in bulk quantity.
13.	LD	Liquidated Damage
14.	GST	Goods and Service Tax of Republic of India with its amendments from time to time.

SCOPE OF WORK

Vendor has to manufacture & supply the part as per Technology provided by HAL. Vendor to quote for the operations mentioned in the technology as per scope of work. HAL, Engine Division-Koraput will supply the raw material for the production of the parts. Raw material will be dispatched to vendor in staggered quantities based on the production plan and availability of raw materials.

SL. NO.	PART NO.	NOMENCLATURE	SCOPE OF WORK	QTY. (NO.)	UNIT R/M COST (INR)	TOTAL R/M COST (INR)
1	380600094001MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
2	380600094002MFG	ADJUSTABLE WASHER	OPN NO : 005,010,015,020,025,0 30,035,040,055,060,06 5,070,075,080,085	15	553.64	8,304.60
3	380600094003MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
4	380600094004MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
5	380600094005MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
6	380600094006MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
7	380600094007MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
8	380600094008MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,0 30,035,040,055,060,06 5,070,075,080,085	15	553.64	8,304.60
9	380600094009MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
10	380600094010MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60

SCOPE OF WORK

SL. NO.	PART NO.	NOMENCLATURE	SCOPE OF WORK	QTY. (NO.)	UNIT R/M COST (INR)	TOTAL R/M COST (INR)
11	380600094011MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
12	380600094012MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
13	380600094013MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
14	380600094014MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
15	380600094015MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
16	380600094016MFG	ADJUSTABLE WASHER	OPN NO : 05,010,015,020,025,03 0,035,040,055,060,065 ,070,075,080,085	15	553.64	8,304.60
17	380600105002MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
18	380600105004MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
19	380600105005MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
20	380600105006MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
21	380600105007MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55

SCOPE OF WORK

SL. NO.	PART NO.	NOMENCLATURE	SCOPE OF WORK	QTY. (NO.)	UNIT R/M COST (INR)	TOTAL R/M COST (INR)
22	380600105008MFG	WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
23	380600105010MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
24	380600105012MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
25	380600105014MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
26	380600105016MFG	ADJUSTING WASHER	OPN NO : 05,010,015,020,025,03 0,050,055,060,065,070 ,075	15	115.77	1,736.55
27	380700054001MFG	WASHER GAUGE	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
28	380700054002MFG	GAUGE WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
29	380700054003MFG	WASHER GAUGE	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
30	380700054004MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
31	380700054005MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
32	380700054006MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
33	380700054007MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
34	380700054009MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50

SCOPE OF WORK

SL. NO.	PART NO.	NOMENCLATURE	SCOPE OF WORK	QTY. (NO.)	UNIT R/M COST (INR)	TOTAL R/M COST (INR)
35	380700054011MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
36	380700054015MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
37	380700054016MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
38	380700054017MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
39	380700054018MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
40	380700054019MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
41	380700054020MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
42	380700054021MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
43	380700054022MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
44	380700054023MFG	CALIBRATED WASHER	OPN NO : 05,010,015,020,025,03 0,045,050,060,065,070	15	82.30	1,234.50
					TOTAL	1,72,460.10

Vendor should consider all the operations mentioned above against each part while submitting the prices in the Price Bid. Otherwise the quote submitted shall be considered as rejected.

YEAR-WISE REQUIREMENT OF PARTS

SL. NO.	PART NO.	NOMENCLATURE	YEAR-WISE PROJECTED REQUIREMENT			TOTAL REQUIREMENT
			2024-25	2025-26	2026-27	
1	380600094001MFG	ADJUSTABLE WASHER	6	4	5	15
2	380600094002MFG	ADJUSTABLE WASHER	6	4	5	15
3	380600094003MFG	ADJUSTABLE WASHER	6	4	5	15
4	380600094004MFG	ADJUSTABLE WASHER	6	4	5	15
5	380600094005MFG	ADJUSTABLE WASHER	6	4	5	15
6	380600094006MFG	ADJUSTABLE WASHER	6	4	5	15
7	380600094007MFG	ADJUSTABLE WASHER	6	4	5	15
8	380600094008MFG	ADJUSTABLE WASHER	6	4	5	15
9	380600094009MFG	ADJUSTABLE WASHER	6	4	5	15
10	380600094010MFG	ADJUSTABLE WASHER	6	4	5	15
11	380600094011MFG	ADJUSTABLE WASHER	6	4	5	15
12	380600094012MFG	ADJUSTABLE WASHER	6	4	5	15
13	380600094013MFG	ADJUSTABLE WASHER	6	4	5	15
14	380600094014MFG	ADJUSTABLE WASHER	6	4	5	15
15	380600094015MFG	ADJUSTABLE WASHER	6	4	5	15
16	380600094016MFG	ADJUSTABLE WASHER	6	4	5	15
17	380600105002MFG	ADJUSTING WASHER	6	4	5	15
18	380600105004MFG	ADJUSTING WASHER	6	4	5	15
19	380600105005MFG	ADJUSTING WASHER	6	4	5	15
20	380600105006MFG	ADJUSTING WASHER	6	4	5	15
21	380600105007MFG	ADJUSTING WASHER	6	4	5	15
22	380600105008MFG	WASHER	6	4	5	15
23	380600105010MFG	ADJUSTING WASHER	6	4	5	15

YEAR-WISE REQUIREMENT OF PARTS

24	380600105012MFG	ADJUSTING WASHER	6	4	5	15
25	380600105014MFG	ADJUSTING WASHER	6	4	5	15
26	380600105016MFG	ADJUSTING WASHER	6	4	5	15
27	380700054001MFG	WASHER GAUGE	6	4	5	15
28	380700054002MFG	GAUGE WASHER	6	4	5	15
29	380700054003MFG	WASHER GAUGE	6	4	5	15
30	380700054004MFG	CALIBRATED WASHER	6	4	5	15
31	380700054005MFG	CALIBRATED WASHER	6	4	5	15
32	380700054006MFG	CALIBRATED WASHER	6	4	5	15
33	380700054007MFG	CALIBRATED WASHER	6	4	5	15
34	380700054009MFG	CALIBRATED WASHER	6	4	5	15
35	380700054011MFG	CALIBRATED WASHER	6	4	5	15
36	380700054015MFG	CALIBRATED WASHER	6	4	5	15
37	380700054016MFG	CALIBRATED WASHER	6	4	5	15
38	380700054017MFG	CALIBRATED WASHER	6	4	5	15
39	380700054018MFG	CALIBRATED WASHER	6	4	5	15
40	380700054019MFG	CALIBRATED WASHER	6	4	5	15
41	380700054020MFG	CALIBRATED WASHER	6	4	5	15
42	380700054021MFG	CALIBRATED WASHER	6	4	5	15
43	380700054022MFG	CALIBRATED WASHER	6	4	5	15
44	380700054023MFG	CALIBRATED WASHER	6	4	5	15



TECHNICAL BID

IMPORTANT NOTE:

1. The information sought herein shall be **THE BASIS OF TECHNICAL EVALUATION** against Technical Bid of this Two-Bid GeM Portal Tender Enquiry. Incomplete or incorrect data herein shall render the Technical Bid invalid.
2. Submission of bid documents against this Tender Enquiry will deem to be an undertaking by the Bidder that Terms and Conditions of this Tender Enquiry as detailed in Annexure-I herein have been read by the bidder with clear and complete understanding of same.

NAME OF WORK:

Machining of Parts with Raw Material supplied by M/s Hindustan Aeronautics Limited, Engine Division – Koraput.

SL No.	TERMS AND CONDITIONS	PARTICIPATING BIDDER'S COMPLIANCES / REMARKS (To be filled by participating Bidder)
A	<u>GENERAL INFORMATION OF BIDDER:</u>	
1	Bidder's Quotation Reference No.	
2	GeM Bid No.	GEM/2024/B/
3	Name of Firm / Organization	
4	Name of Contact Person	
5	Telephone / Mobile No.	
6	e-Mail ID	
7	Legal Status of Firm / Organization	
8	PAN No. of Firm / Organization	
9	GST No. of Firm / Organization	
10.	Is the Bidder registered in any of the Divisions of Hindustan Aeronautics Limited against the indicated category of Outsourcing Works? If Yes, i. Indicate name of the Division. ii. Attach Registration Deed of the Registering Division of HAL. (Applicable only if registered with other Divisions of HAL and not registered with HAL, Engine Division – Koraput).	Yes / No If Yes, Name of the Division



TECHNICAL BID

SL No.	TERMS AND CONDITIONS	PARTICIPATING BIDDER'S COMPLIANCES / REMARKS (To be filled by participating Bidder)
11.	Has the Bidder submitted Non-Disclosure Agreement duly signed by Bidder's authorized signatory, for accessing HAL's SFTP Server storing Technical Documents, Technologies, Technical Drawings, Process Sheets and other technical data / information vis-à-vis Scope of Work related to this Tender Enquiry.	Yes / No
B	<u>TECHNICAL DETAILS:</u>	
1	Does the Bidder have clear and complete understanding of scope of work vis-à-vis technology and technological requirements therein, prior to uploading the Price Bid against this Tender Enquiry.	Yes / No
2	Terms and Conditions as detailed in Annexure-I to this Tender Enquiry is acceptable to the bidder.	Yes / No

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER)

SEAL OF BIDDER

PROCEDURES AND INSTRUCTIONS FOR DOWNLOADING TECHNOLOGY AND TECHNICAL DOCUMENTS

IMPORTANT NOTES:

1. The Technical Documents, Technologies, Technical Drawings, Process Sheets and other technical data / information vis-à-vis Scope of Work herein this Tender Enquiry is available in password protected SFTP Server.
2. The stated technical documents being proprietary information shall be available only to Registered Vendors against Outsourcing Group in any Divisions of HAL for participation in this Tender Enquiry.
3. For obtaining (a) **User ID** and (b) **Password** of the stated SFTP Server to facilitate accessing technical documentations therein this Tender Enquiry, **it is mandatory for the prospective bidder herein this Tender to forward e-Mail request to the e-Mail IDs' below along with filled-in and signed format detailed herein ANNEXURE-VI - APPLICATION FOR SHARING USER ID AND PASSWORD OF SFTP SERVER (Atleast 10 days prior to Tender Due Date desirable):**

To : malayakumar@hal-india.co.in

4. Stated (a) User ID and (b) Password **shall not be shared** with prospective bidder forwarding e-Mail request **without Annexure-VI**.
5. Subject to satisfactory scrutiny of submitted **Annexure-VI**, (a) User ID and (b) Passwords will be forwarded by HAL to the prospective bidder through e-Mail within 72 Hours of receipt same (excluding Public and HAL Holidays). Hence, prospective bidder need to take due care accordingly vis-à-vis Tender Due date.
6. Sharing of stated User ID and Password to the prospective bidder(s) shall be at the discretion of HAL. Decisions of HAL shall be final and binding on the prospective bidder(s).

PROCEDURE FOR DOWNLOADING DOCUMENTS FROM INTERNET SUPPORTED SFTP SERVER:

1. Prospective bidder need to install SFTP Client software WinSCP which is available as free download (This is a one-time activity).
2. Open Run (Windows Key + R) on local machine.
3. Enter the address `sftp://115.247.62.108` and press Enter.
4. A pop up window will appear seeking permission to allow the program to run. Click on allow Icon.
5. Allow Icon shall link the local machine to the stated SFTP Server which shall allow entry through a) User ID and (b) Password supplied by HAL.



NON-DISCLOSURE AGREEMENT FOR SHARING USER ID AND PASSWORD OF SFTP SERVER

DETAILS OF PROSPECTIVE BIDDER:

SL No.	DETAILS	PROSPECTIVE BIDDER'S REMARKS (To be filled by the prospective Bidder)
1	GeM Bid No.	GEM/2024/B/
2	Name of the Firm / Organization	
3	Name of Contact Person	
4	Telephone / Mobile No.	
5	e-Mail ID	
6	Legal Status of Firm / Organization	Indian Registered / Foreign Registered (Indicate Country of origin)
7	PAN No. of Firm / Organization	
8	GST No. of Firm / Organization	
9	Is the Prospective Bidder registered in any of the Divisions of M/s Hindustan Aeronautics Limited against the category of Outsourcing Works? If Yes, indicate name of the Division.	Yes / No If Yes, Name of the Division



NON-DISCLOSURE AGREEMENT FOR SHARING USER ID AND PASSWORD OF SFTP SERVER

OMNIBUS NON-DISCLOSURE AGREEMENT

This “Agreement” is made and entered into as of the last date of execution hereof by and between:

Name of the vendor, a Company registered under the Companies Act 2013, having its Registered Office at **Registered Office Address**, hereinafter referred to as “XYZ”

AND

Hindustan Aeronautics Limited, an Indian Company registered under the Companies Act, 1956, having its Registered Office at 15/1 Cubbon Road, Bangalore 560001, India, hereinafter referred to as “HAL”.

XYZ and HAL shall hereinafter be individually referred to as “Party” or collectively as the “Parties”, as the context demands.

WHEAREAS various Divisions and R&D Centres of HAL may outsource work to XYZ under various Orders placed or Contracts signed with XYZ;

WHEREAS the Parties agree that the confidential information exchanged between the Parties pursuant to such Orders and Contracts need to be stored, handled and used under strict conditions of confidentiality and that it would be convenient for both the Parties to enter into omnibus Non-Disclosure Agreement to cover a long period of engagement and multiple Orders and/or Contracts instead of entering into individual Agreements on a case by case basis.

AND THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. “**Agreement**” means this Omnibus Non-Disclosure Agreement.

1.2. “**Confidential Information**” means information which is not in the public domain, is proprietary to HAL and/or XYZ and includes, but is not limited to, the following.

- a) Scientific or technical information, know-how, inventions, designs, drawings, diagrams, schematics, processes, procedures, formulae, technologies or methods;
- b) Reports, data, logos, trademarks, specifications, computer software, source codes, object codes, flow charts, databases, and trade secrets;
- c) Commercial information including prices and terms & conditions of Orders/Contracts entered into between the Parties;
- d) Copies of the documents and information described in a), b) and c) above.

1.3. “**Disclosing Party**” abbreviated as “**DP**” shall mean the Party that discloses the

NON-DISCLOSURE AGREEMENT FOR SHARING USER ID AND PASSWORD OF SFTP SERVER

Confidential Information.

- 1.4. **“Purpose”** shall be as described in Article 2.1 infra in relation to the outsourced or insourced scope of work.
- 1.5. **“Receiving Party”** abbreviated as **“RP”** shall mean the Party that receives the Confidential Information.

PURPOSE

- 2.1. The purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the use, handling and protection of Confidential Information which is disclosed by and between the Parties for the purpose of execution by XYZ of the work outsourced by HAL under various Orders placed and Contracts signed by HAL Divisions, Offices and R&D Centres during the validity of this Agreement (hereinafter referred to as the **“Purpose”**).
- 2.2. For furthering the purpose as above, the Parties may disclose Confidential Information to each other which the Parties shall handle in strict compliance to the provisions of this Agreement.

3. PROCEDURE FOR DISCLOSURE

- 3.1. When disclosed in writing or through electronic means to the RP, Confidential Information will be clearly stamped or marked by the DP as such. Such stamping or marking may include terms such as **“Restricted”**, **“Confidential”**, **“and Commercially Confidential”**, **“Proprietary”**, **“Secret or Top Secret”**.
- 3.2. When disclosed orally, Confidential Information will be identified as such at the time of disclosure by the DP and later reduced to writing or electronic form within 15 calendar days and sent to the RP. However, inadvertent failure of the DP to reduce to writing as above and communicate to the RP shall not discharge the RP from its obligations under this Agreement.
- 3.3. In the event that the DP fails to identify information disclosed to the RP as Confidential Information, the DP may correct such lapse by notifying the RP in writing as soon as possible. The RP shall not be in breach of this Agreement if such information is used or shared with any third party, without regard to the terms of this Agreement, prior to the receipt of such notification from the DP.

4. OBLIGATIONS OF THE RECEIVING PARTY

The RP shall have the following obligations with respect to Confidential Information:



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4.1. To prevent disclosure of Confidential Information to any third party other than its own employees or sub-contractor. Sharing information with its employees or sub-contractor shall also be strictly on a need-to-know basis and solely for the Purpose. Further, a similar Non-Disclosure Agreement is required to be entered with the sub-contractor.

4.2. To store and protect the Confidential Information with utmost care.

4.3. Not to remove any stampings or markings appearing on Confidential Information.

4.4. Not to use Confidential Information for any reason other than the Purpose unless specifically authorized in writing by the DP.

5. EXCEPTIONS TO OBLIGATIONS OF THE RECEIVING PARTY

The obligations with respect to handling of Confidential Information set forth in this Agreement are not applicable to any information which:

- 5.1. prior to its disclosure by the DP was already known to the RP provided that immediately upon the disclosure by the DP, the RP will bring such fact to the attention of the DP in writing; or
- 5.2. is at the time of disclosure in the public domain or which comes into public domain later, where the publication of such information is not through a breach of this Agreement; or
- 5.3. is legally received from a third party, but the RP has no reasonable cause to believe that the third party has obtained such information through a breach of contract between such third party and the DP; or
- 5.4. is independently developed by the RP or a third party, without any breach of contract wherein the DP is a party; or
- 5.5. is approved for release or use by written authorization of the DP; or
- 5.6. is required to be disclosed by law or is mandated to be disclosed by an order by a Court of law or other governmental authority having jurisdiction.

Subject to the following Provisos.

- a) Even if a part of the Confidential Information is exempted under any one of the above exceptions, the RP's obligations as to the remainder of the Confidential Information shall remain in force.
- b) The burden of proof that one or more of the exceptions set forth above will apply to a specific case of disclosure shall rest on the RP.

6. TERM AND TERMINATION



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- 6.1. This Agreement shall come into effect from the date of signature by both the Parties and shall remain in force for a minimum period of five years or the date of termination, whichever is earlier. The term of this Agreement can be extended by mutual agreement through a signed amendment in writing.
- 6.2. This Agreement can be terminated by either Party giving at least 30 days' notice in writing to the other Party.
- 6.3. Expiry or termination of this Agreement shall not ipso facto relieve the RP of its obligations under this Agreement which shall be in force for a further period of five years from such date of expiry or termination unless the DP formally discharges the RP from its obligations in writing.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 7.1. Unless there is an agreement to the contrary, the RP shall return all Confidential Information (and all copies thereof) within thirty (30) days of the completion of the period as per Para 6.3 above. Soft copies stored electronically by the RP shall also be permanently erased by the RP within such time limit.
- 7.2. If the DP is not satisfied by the actions as above, it shall demand further evidence or actions from the RP within 30 days. If no such demand is raised by the DP in writing within this time limit, the RP shall be automatically discharged from all of its obligations under this Agreement.

8. CONTACT PERSONS

All communications related to this Agreement and exchange of information shall be handled by the following officials.

HINDUSTAN AERONAUTICS LIMITED	XYZ
Name: MALAYA KUMAR MAHAPATRO	Name:
Designation: Chief Manager(OS)	Designation:
Address: HINDUSTAN AERONAUTICS LIMITED, ENGINE DIVISION, KORAPUT SUNABEDA-763002-ODISHA.	Address:
Contact No.:9437526332	Contact No.:
E-mail: malayakumar@hal-india.co.in	E-mail:
Fax No.:--	Fax No.:

When this Agreement is to be used or applied by any Division/Office/R&D

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Centre of HAL other than the one that originally signed it, such other Division/Office/R&D Centre shall nominate by a written notice to XYZ another HAL employee as the contact person. Such nomination once made shall in effect supersede and replace the above nomination as far as the Orders placed and/or contracts signed between such other Division/Office/R&D Centre of HAL and XYZ are concerned without prejudice to any other terms of this Agreement.

As regards the employees identified above, each Party shall have the right and power and authorization to re-designate such employees within their organization, who will have authorization to receive and /or transmit Confidential Information exchanged by the Parties under this Agreement. Any such re-designation which is made by any of the Parties shall be effected by rendering written notice of such change to the other Party.

9. REMEDIES

In the event of breach of obligations under this Agreement by the RP, the DP shall be entitled to injunctive relief for rectification of the consequences of the breach as well as for preventing further dissemination of Confidential Information in violation of the terms hereof. Such relief shall be in addition to other legal remedies available to the DP to recoup the losses caused by the breach or to compensate for loss of reputation.

10. DISPUTE RESOLUTION

If XYZ is a Private Company, Proprietorship, LLP, etc.:

All disputes arising out of this Agreement at the first instance shall be resolved by mutual discussions. Disputes which cannot be so resolved shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of Indian Council of Arbitration, by a single arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be at court of Koraput / Jeypore, Odisha in India. The proceedings shall be conducted in English Language. The arbitration award shall be final and binding on the Parties. During pendency of the arbitration proceedings, the Parties shall continue to perform their obligations under this Agreement.

If XYZ is a PSU or a Government entity:

In the event of any dispute relating to this Agreement, Parties agree to schedule a mandatory meeting at a mutually agreed location and attended by the representatives designated by the Parties to resolve the dispute. Any dispute that is not resolved within thirty days from the date of the meeting as above shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 and the decision of AMRCD on the said dispute shall be binding on the Parties.

11. AMENDMENT

Any amendment to this Agreement must be made in writing and shall be signed on

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behalf of the Parties.

12. NOTICE OF BREACH

RP shall notify the DP immediately upon discovery of any unauthorized use or disclosure of Confidential Information by RP or its representatives, or any other breach of this Agreement by RP or its representatives, and will cooperate with efforts by the DP to help the DP regain possession of Confidential Information and prevent its further unauthorized use.

13. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and other provisions shall remain in full force and effect.

14. WAIVER

The failure of either Party, at any time, to require performance and enforcement of any provision of this Agreement by the other Party shall not be construed as a waiver of its rights under this Agreement, nor shall it affect its rights, at some later date, to enforce its rights under this Agreement.

15. SUCCESSORS

Subject to Article 15 (“Assignment”), this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assignees of both the Parties.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 No rights, except as provided herein, are granted to the RP by virtue of disclosure of Confidential Information by DP. Such rights shall remain with the DP or concerned third parties, as the case may be.

16.2 No license or conveyance of any rights to either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is expressly granted or implied by the disclosure or exchange of Confidential Information between the Parties.

17. CLASSIFIED INFORMATION

Nothing herein shall be deemed to replace or prejudice any governmental security classification referenced on any part of the Confidential Information and the RP undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant governmental authority in the country of the DP. This obligation shall continue for the duration of this Agreement and thereafter until such time as the said authority shall deem appropriate.

18. GENERAL



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As to any matter which is not expressly covered herein, the terms and conditions of the Order/Contract for outsourcing or insourcing to which this Agreement relates shall apply.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have signed this Agreement in two (2) originals, one for each Party.

HINDUSTAN AERONAUTICS LIMITED	XYZ
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.