



ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
POST BOX NO. 1783
BANGALORE - 560 017. INDIA

Ref RFQ No.:

Index of documents

Description of Work:

Name of the bidder/ Firm:		
Quotation Ref. No.:		
1	ANNEXURE-1 Technical Bid	Technical Requirements Compliance Sheet
2	ANNEXURE-2 Commercial Terms	Commercial Requirements Compliance Sheet
3	ANNEXURE-3 Tender Check list	Tender Checklist
4	ANNEXURE-4 & 4a	Format for Certification for "Local Content" is attached at Appendix-B Type-I- Format for "Self-Certification" for "Local Content" Type – II-Format for "Auditor's Certification" for "Local Content"
5	ANNEXURE-II A	Declaration certificate for procurement of Goods & Services (Type-I & Type-II)

NOTE:

1. All the bidders should mandatory **attach this same excel workbook** (after filling all the required information) in the **offered specification document** option in GeM portal. All other supporting documents and catalogue can be uploaded in the other generic documents.

2. All the bidders should mandatory attach all the above mentioned Annexure documents & also the documents mentioned in ANNEXURE-3 Tender Check List



ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
POST BOX No.1783
BANGALORE - 560 017. INDIA

Tender Ref: ANNEXURE-1 Technical Bid

Description of Work:

Name of the bidder/
Firm:

Quotation Ref. No.:

Sl. No.	TECHNICAL REQUIREMENT/SCOPE OF WORK OF THE TENDER	VENDOR REMARKS/COMPLIANCE actual Value with supporting documents/datasheet to be provided
---------	---	--

Please indicate your response/ compliance/ acceptance to the following terms (mandatory) and upload as a part of technical bid. Vendors shall submit a comprehensive compliance report stating the actual values which qualify the product for compliance with supporting documents/ datasheets. Merely stating compliance or noted as per your specification etc. is to be avoided.
BIDDERS TO ENSURE NO PRICING ASPECT IS INDICATED IN THIS SHEET OR ANY WHERE IN THE TECHNICAL BID EVEN IN THE FORM OF PDF OR ELSE THE OFFER WILL GET SUMMARILY REJECTED.

1 GENERAL INSTRUCTIONS

i ALL THE BID RELATED QUERIES/CLARIFICATIONS TO BE ASKED BEFORE 3 DAYS FROM THE BID DUE DATE TO PROVIDE REQUIRED CLARIFICATIONS & HAVE AN AMPLE TIME FOR SUBMISSION OF BIDS.

TECHNICAL SPECIFICATION

SL.No	Part No	Description	Qty	UOM	
1	HLM 10 04 04	HI LOCK PIN	200	Nos.	
2	HLM 10 04 07	HILOK PIN	450	Nos.	
3	HLM 10 04 09	HI LOK PIN	300	Nos.	
4	HLM 10 04 11	HI LOCK PIN	200	Nos.	
5	HLM 10 04 12	HILOK PIN	100	Nos.	
6	HLM 10 04 13	HI LOK PIN	200	Nos.	
7	HLM 10 05 05	HI LOCK PIN	30	Nos.	
8	HLM 10 05 06	HI LOK PIN	150	Nos.	
9	HLM 10 05 09	HI LOK PIN	200	Nos.	
10	HLM 10 05 12	HI LOK PIN	125	Nos.	
11	HLM 10 05 13	HI LOK PIN	50	Nos.	
12	HLM 11 04 05	HI LOK PIN	100	Nos.	
13	HLM 11 04 06	HILOK PIN	100	Nos.	
14	HLM 11 04 11	HILOK PIN	75	Nos.	
15	HLM 11 05 08	HI LOCK PIN	75	Nos.	
16	HLM 11 05 10	HI LOCK PIN	75	Nos.	

Tender Ref:		ANNEXURE-1 Technical Bid			
Description of Work:					
Name of the bidder/ Firm:					
Quotation Ref. No.:					
Sl. No.	TECHNICAL REQUIREMENT/SCOPE OF WORK OF THE TENDER				VENDOR REMARKS/COMPLIANCE actual Value with supporting documents/datasheet to be provided
17	HLM 12 05 11	HI LOK PIN	50	Nos.	
18	HLM 12 05 13	HI LOK PIN	75	Nos.	
19	HLM 12 05 14	HILOK PIN	100	Nos.	
20	HLM 12 05 15	HILOK PIN	50	Nos.	
21	HLM 12 05 16	HILOK PIN	75	Nos.	
22	HLM 12 05 17	HILOK PIN	75	Nos.	
23	HLM 12 06 13	HILOK PIN	50	Nos.	
24	HLM 12 06 16	HILOK PIN	100	Nos.	
25	HLM 12 06 17	HILOK PIN	300	Nos.	
26	HLM 12 06 19	HILOK PIN	100	Nos.	
27	HLM 94 06	HILOK COLLAR	300	Nos.	
28	HLM 10 06 24	HI LOK PIN	26	Nos.	



ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:		
Description of Work:		
Name of the Vendor/ Firm:		
Quotation Ref. No.:		
Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
I	GENERAL CONDITIONS	
i	NOTE: BIDDER TO ENSURE THAT NO PRICING ASPECT IS INDICATED IN THIS SHEET OR ANYWHERE IN THE TECHNICAL BID. IN CASE OF ANY PRICE INFORMATION PROVIDED IN TECHNICAL BID, EVEN IN THE FORM OF PDF, THE TECHNICAL BID WOULD NOT BE CONSIDERED FOR EVALUATION AND WILL BE REJECTED.	
ii	PLEASE INDICATE YOUR RESPONSE / COMPLIANCE/ ACCEPTANCE TO THE FOLLOWING TERMS AND UPLOAD IN GeM PORTAL AS PART OF YOUR TECHNICAL BID	
iii	BOQ Bid is issued through GEM portal and vendor has to submit their offer through GEM portal only. The offer / quotation submitted other than GEM portal shall be summarily rejected.	
iv	All the GEM Additional Terms & Conditions (ATC) should be read along with terms & conditions mentioned in this document.	
v	All the bidders needs to mandatorily submit the compliance to all GEM Additional Terms & Conditions (ATC).	
vi	Vendors to ensure that the pricing aspects either in PDF form or any other form is not mentioned in the technical bid zone, else such offers will not be considered for evaluation.	
vii	In GEM, technical bid will be opened on the bid opening date. After technical evaluation, the Price bids of only technically acceptable bidders will be opened.	
viii	When submitting your offer, please ensure that you have responded categorically against each technical / commercial terms. Your compliance / acceptance to each of our terms should be indicated clearly. In case, HAL terms and conditions are not acceptable, you may quote counter terms and conditions. When counter terms and condition of business have been offered by the tenderer, HAL shall not be deemed to be governed by such terms and conditions unless written acceptance thereof has been given by HAL. ALL THE BID RELATED QUERIES/CLARIFICATIONS TO BE ASKED BEFORE 3 DAYS FROM THE BID DUE DATE TO PROVIDE REQUIRED CLARIFICATIONS & HAVE AN AMPLE TIME FOR SUBMISSION OF BIDS.	
ix	Bids & all other offer related documents/brochure/technical data sheet etc. should be strictly in English Language only.	
PART-A		
1	PURCHASE PREFERENCE POLICY (Preference to make in India):	
	In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India & with a view to support the Indian industries, HAL has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/services/works covered in this tender subject to the Terms & condition of Purchase preference clause. Note: (a) The subject item falls under DIVISIBLE category. (b) Minimum local content for Class-I local supplier is 50% . (c) The offers sought only from Class-I & Class-II local suppliers. (d) The margin of Purchase Preference shall be up to 20% only for Class-II Local Supplier. The bidders are requested to go through the same & submit the bids accordingly and provide the compliance for the same.	
2	CLASS-I & CLASS-II LOCAL SUPPLIER	
i	Only class-I & Class-II local suppliers are eligible for participation in this tender & the bidders should indicate the percentage of local content & provide the necessary supporting documents as per RFQ. The bidders not meeting the above criteria will be summarily rejected.	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
ii	All the bidders should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender and provide the % of local content along with details of the location(s) at which the local value addition is made.	
iii	Format for Certification for "Local Content" is attached at Annexure 4 of this same excel workbook. Type-I - Format for "Self-Certification" for "Local Content" (<10 Crores) Type – II-Format for "Auditor's Certification" for "Local Content" (> 10 Crores) Vendor to provide appropriate certificate as per the quoted value.	
3	Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) issue by GoI, Ministry of Finance, Department of Expenditure (DOE).	
i	Any bidder from a country which shares a Land Border with India will be eligible to bid in this tender, ONLY , if the bidder is registered with the Competent Authority (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 Government of India has extended lines of credit or in which the Government of India is engaged in development projects are not required to register with Competent Authority and will be eligible to bid in this tender.	
ii	All the participating bidders have to mandatorily submit the relevant certificate as per format attached as ANNEXURE-II A (either Type-I or Type-II) , at the time of submitting the Technical bid along with their offer.	
4	TENDER EVALUATION:	
i	Commercial evaluation shall be carried out on Individual Item wise basis on FOR RWRDC Basis (including taxes) as arrived in GEM portal. The bidder should ensure that they have quoted for all the deliverables as per GEM Custom bid.	
ii	Technically qualified bid with lowest price conforming to the specification will be considered for placement of order.	
iii	Mere opening of Technical qualified bid & price bid does not guarantee the placement of order on supplier.	
iv	After opening of Price bid, L1 bidders has to provide price break up of all the major sub-assemblies, items, accessories, installation commissioning charges, documentation etc.	
v	HAL conditions of contract will govern any resultant order arising out of the enquiry (copy on application) and bidders quotation will be subject to the said conditions.	
vi	The acceptance of offers and Terms & Conditions is at the discretion of HAL. The decision of HAL is final & binding on all the parties. Also placement of order for the tendered requirement depends on placement of order on HAL by HAL customer.	
vii	Vendors while submitting the proposal should categorically declare that items quoted by them are brand new products and are not resold (2 nd sale). Offers without such declaration are likely to be ignored.	
viii	When counter terms and conditions of business have been offered by tenderer, H.A.L. shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by H.A.L.	
ix	No conditions and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by H.A.L., if put forward in subsequent correspondence, after acceptance of orders etc.	
x	Price quoted should be F.O.R. Destination basis inclusive of applicable GST for delivery at our stores inclusive of all charges including transit insurance.	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
xi	This RFQ does not oblige HAL to pay any cost incurred by bidders in the preparation or submission of any response including technical / commercial proposals. HAL reserves the right to reject any and /or all responses received to this RFQ without assigning any reasons or to cancel this RFQ at any stage.	
5	Debarred/ banned or blacklisted	(Yes- Banned; No- Not banned)
	Bidders to confirm whether, they have been debarred/ banned/ blacklisted or not by any Division/ Office of HAL/ PSE/PSU/CPSE/Ministry of Defence or any institutions/offices of State & central GOI. Also upload self certification for not banned status along with bid documents in portal. If at later stages its been found that your company is banned or blacklisted or if you have provided any false certification, suitable action will be initiated as deemed fit by HAL.	
6	VALIDITY OF QUOTE	
	Price quoted should be net and unless otherwise specified, should remain valid for our acceptance for a minimum period of 180 days from the closing date of enquiry , further extension if required will be requested by HAL in writing.	
7	FIRM PRICES : The contract prices as mutually agreed will be firm and fixed as per contract terms till execution of contract and exclude subsequent claims or price increases of any kind. Tenderers should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of are ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to.	
8	SUPPLY OF ALTERNATE ITEM: In case bidder is quoting for an alternative part number it should be confirmed that the offered part is fully interchangeable with the required part. Applicable descriptive literature/catalogue if any may please be enclosed by the bidder with offer (at least two copies).	
PART-B		
1	DELIVERY	
i	Please indicate the delivery period in the opposite cell as sought below. (As per Technical bid requirement) Please confirm whether the item/equipment quoted/offered is of-the-shelf or to be manufactured specific-to-type. If the items/equipment is manufactured specific-to-type, please quote-concrete delivery schedule taking into consideration of the period actually required based on the complexity of the equipment.	
ii	EXTENSION OF TIME: In case of placement of order, If an extension is desired by the supplier, contractor shall apply for extension of time to HAL at least 15 days prior to the date of delivery without prejudice to the rights of HAL, then HAL may grant extension of time for any cause which HAL may deem proper and the decision of HAL in this respect to be final and binding and cannot be questioned in any manner whatsoever.	
iii	Acceptance of Late Delivery: Material delivered late and accepted by HAL shall be without prejudice to impose Liquidated Damages in terms of this contract.	
2	LIQUIDATED DAMAGES	
	In the event of an order, we reserve the right to collect a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim-towards liquidated damages on the undelivered part of the order. The LD amount will be calculated excluding taxation element, provided the vendor has given price break-up i.e. basic price and applicable taxes separately. The LD deducted attracts GST at prevailing rate. This GST amount is deducted from vendors respective payment. HAL will provide a certificate to enable vendor to claim input Tax Credit. Note : For non compliance of LD clause, Loading factor of 2% (i.e. 0.02(10- L)*Q/10) shall be loaded on quoted amount during commercial evaluation. Where L: MAXIMUM RATE OF LD AGREED & Q: QUOTED PRICE	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
3	PAYMENT TERM	
	<p>a) As per GeM, 100% payment will be made within 10 days after generation of CRAC in GEM portal through RTGS / ECS after delivery of items and final acceptance by HAL-ARDC and receipt of Commercial Invoice/ Delivery Challan & Quality documents etc.</p> <p>b) Kindly indicate your Account No., Banker Name and Address in your quotation.</p> <p>c) Advance payment shall not be entertained.</p> <p>d) Bank Account details endorsed by your bank (copy)/ copy of cancelled cheque should be enclosed in the technical bid.</p>	
4	TAXES & DUTIES:	
i	<p>Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p> <p>Commercial evaluation will be done as per bidder's quoted price in GeM Portal, inclusive of all quoted taxes & as per the total value arrived in GeM Portal.</p>	
ii	<p>GST TDS: Under section 51 certain percentage of GST i.e. @ 2% of GST (2% IGST (for Interstate) / 1% CGST + 1% SGST for Intra State) to be deducted by the recipient if the contract value is more than Rs.. 2,50,000. TDS will be deducted when</p> <ul style="list-style-type: none"> • Supplier, place of supply and recipient are in the same state • Supplier as well as the place of supply are in different states <p>TDS will not be deducted if Supplier as well as the place of supply are in same State and the recipient is located in different State . TDS will be deducted at the time of payment or entry on books whichever is earlier.</p>	
iii	<p>GST: Vendor should indicate the GST applicable extra in their offer with HSN/SAC. Unless the rate at which GST in terms of SGST, CGST & IGST Chargeable is clearly shown, claim for GST will not be entertained latter and it will be assumed that the rates quoted are inclusive of applicable GST.</p>	
iv	<p>HSN Code: Vendor to indicate the applicable HSN code for the supplied item.</p>	
5	WARRANTY	
i	<p>Vendor warrants that each product shall be free from defects in materials and workmanship, in conformance to the specification and fit for the intended purpose and undisputed title of the product before selling the same to HAL.</p>	
ii	<p>The warranty period shall be 12 (twelve) months from the date of acceptance of items at HAL or more as per vendor's policy. Warranty is after the goods have been taken over by HAL against any defective design, workmanship, materials and non-conformance to intended performance. During warranty period, items shall be replaced/ repaired free of cost including any to & fro freight & insurance involved.</p>	
6	Repeat order: (Applicable only if tendered/ordered quantity is more that 01)	
	<p>HAL reserves right to place repeat order if necessary during the period of one year from the date of execution of the order successfully if placed resulting from this tender. Vendor should maintain the same price and terms & conditions as per PO for the same.</p>	
PART-C		
1	<u>SHELF LIFE :</u> Where stores offered have a limited shelf-life, kindly indicate the life involved and only newly manufactured stores with the maximum possible shelf-life at the time of dispatch should be shipped.	
2	<u>PACKING</u> The contractor will be held responsible for the stores being sufficiently and properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure their being free from loss or damage on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the Contractor. Each package shall contain a Packing Note quoting Purchase Order number and date showing its contents in detail. Each shall be properly marked with Purchase Order No., Consignee's name & address, package-handling instructions etc. The package shall have adequate provision for handling during transit.	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:		
Description of Work:		
Name of the Vendor/ Firm:		
Quotation Ref. No.:		
Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
3	<p><u>RECEIPT & DESPATCH</u> The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. He will not book any consignment on a 'said to contain' basis. If he does so, he does it on his own responsibility. HAL will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. HAL shall pay for only such stores as are actually received by them in accordance with the contract.</p>	
4	<p><u>QUALITY & WORKMANSHIP</u> Generally the stores shall be of the best quality and workmanship. Contractor shall comply with the contract in all respects be to the satisfaction of HAL. Where tenders are called for in accordance with 'particulars', the contractor's tenders to supply in accordance with such 'particulars' shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of the 'particulars' will in any circumstances be considered. The contractor shall supply the stores in accordance with the 'particulars' unless any deviation is authorized as an exception expressly specified in the Purchase Order. The Stores/ Goods supplied shall conform to the standards, if mentioned in the Technical Specifications, or, where no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
ii	Bidders to ensure that their persons are aware of: - their contribution to product or service conformity - their contribution to product safety - the importance of ethical behaviour	
iii	Vendors need to : - implement a quality management system; - use customer-designated or approved external providers, including process sources (e.g., special processes); - notify HAL of nonconforming processes, products, or services and obtain approval for their disposition; - prevent the use of counterfeit parts: The Vendor shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to HAL. - notify the HAL of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the HAL's approval; - flow down to external providers applicable requirements including HAL requirements; - provide test specimens for design approval, inspection/verification, investigation, or auditing; - retain documented information, including retention periods and disposition requirements;	
iv	- The supply should be strictly conforming to the ordered specification. In case of non-conformity, the supplier should notify HAL of non conforming product and obtain HAL approval for non conforming product disposition. The supplier should notify HAL of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain HAL approval. Further the supplier should flow down to their supply chain on the applicable requirements of HAL and its customers. - HAL, its customers and regulatory authorities should have the right to access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.	
5	DEFECT INVESTIGATION: When the supplied item is within the warranty period and the defect being confirmed by the Vendor on notification issued by HAL User, the defective item will be sent back to you at your cost for defect investigation /repair/replacement and return, free of cost.	
6	Sub- Contracting: Tenderer shall not be entitled to sub contract the obligations of the tenderer without HAL's written consent. In pursuance of any merger/demerger, consolidation or re-organization or voluntary sale or transfer of all or substantially all the party's assets where the merged, consolidated or re-organized corporation or entity or agency resulting there from or the transferee of such sale or transfer has the authority and power and agreed to effectively perform the obligations under this contract. In such an eventuality, due notice shall be given to the other party in writing.	
7	QUALITY DOCUMENTS TO BE SUPPLIED BY THE VENDOR (MANDATORY):	
i	Type Approval certificate from CEMILAC/RCMA should accompany along with the supplies. Further, indigenous vendors should have valid Type approval certificate for the quoted items at the time of submission of Bid. In case of non availability of valid Type approval for the quoted items, such items will not be considered for further evaluation.	
8	Inspection, Consequences of rejection:	
i	The goods on receipt in HAL will be subject to inspection and test, if necessary and HAL inspector's decision as regards acceptance/rejection of goods shall be final and binding on the parties. If any stores are rejected, HAL shall be at liberty to:	
ii	Allow the tenderer to supply stores in replacement of those rejected within time specified by HAL, the tenderer bearing the cost of freight in such replacement without being entitled to any extra payment, OR,	
iii	Buy the quantity of stores rejected or other of a similar nature elsewhere at the risk and cost of the tenderer without effecting the tenderer's liability as regards the supply of any further consignments due under the contract, OR,	
iv	Terminate the contract and recover from the tenderer any loss HAL may thereby incur. The tenderer shall not be entitled to any gain on the repurchase.	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

SI. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
v	Any stores, rejected by HAL's inspector, must be removed by the tenderer within 14 days from the date of receipt of intimation of rejection and his own cost, failing which the tenderer shall be liable to pay storage charges at 1% of the price of each item rejected within a month from the date of intimation of rejection. The stores will be liable; to be sold by HAL at the tenderer's risk and responsibility and the proceeds will be adjusted towards storage charges.	
9	<p><u>DELIVERIES, CONSEQUENCES OF BREACH</u></p> <p>The date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract, and delivery must be completed on or by the dates mentioned in the Purchase Order or the tender. Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, HAL shall be entitled at their option:</p> <p>a) To recover from the Contractor as per liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores which the contractor has failed to deliver as aforesaid, for each week or part thereof during which the delivery or such stores may be in arrears subject to a maximum of 10% of the price of the stores in default. OR</p> <p>b) To purchase elsewhere, without notice to the Contractor on the account and at the risk of the contractor, the stores not delivered or others of a similar description (where other exactly complying with the particulars are not available), HAL's decision in this respect will be final, OR</p> <p>c) To terminate the contract</p> <p>In the event of action being taken under para-a & b above, the Contractor shall be liable for any loss which HAL may sustain on the account but the Contractor shall not be entitled to any gain on repurchases made against default.</p>	
10	<p><u>EXIT CLAUSE</u></p> <p>Exit criteria: The contract/order may be terminated under the following circumstances:</p> <p>i In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with 01 month's advance notice without any financial implication to Buyer. Notwithstanding the foregoing, in cases where it is found that a Seller is engaged in unethical practices, they shall be barred from participating in the future contracts for a period of 03 years.</p> <p>ii. If there is change in Buyer requirement, contract shall be terminated with 01 months advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure the following:</p> <p>a) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work.</p> <p>b) Transfer title and deliver all or any part thereof of the supplies, materials, work-in-progress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.</p> <p>c) Supply of products and its components / spares at least for a period of 05 years from the date of such termination.</p> <p>iii. The Seller is declared bankrupt or becomes insolvent.</p> <p>iv. The delivery of material is delayed due to causes of Force Majeure by more than (03 months).</p> <p>v. Based on the decision of the Arbitration Tribunal.</p>	
11	<p><u>Settlement of Disputes and Arbitration:</u></p> <p>Any disputes / disagreement or question arising out of or relating to consequence of the order / contract which cannot be settled mutually shall be settled as per the provisions of the Indian Arbitration and conciliation Act 1996 which is in line with UNCITRAL. The venue of arbitration shall be BANGALORE, INDIA.</p> <p>All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the ICA/ICADR and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be BANGALORE, INDIA.</p>	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
12	Applicable law & Jurisdiction: This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, as may be in force from time to time and the court of Bangalore, India only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this contract.	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
13	<p>Risk Purchase: In the event the SUPPLIER fails to deliver the goods or any consignments thereof within 90 days following the conclusion of the period prescribed for such delivery, HAL reserves the right to procure from elsewhere at the risk and cost of the Supplier and any extra expenditure incurred due to this purchase is payable by the Supplier.</p>	
14	<p>Appropriation: Whenever under this Contract any sum of money is recoverable from any sum of payable by the Supplier, HAL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to Supplier in this or any other Contract entered by HAL as a whole or its divisions and branch offices etc. held by him alone or in partnership with others. If this sum is not sufficient to cover the full amount recoverable, the Supplier shall pay to HAL on demand the remaining balance due.</p>	
15	<p>Short Closure of the contract: HAL reserves the right to short close this contract with prior notice to the vendor at any time during the tenure of the contract. The liability of HAL in this case will be limited to the extend equivalent to the proportion of the cost of development / testing etc., incurred by you till the point of termination of the contract.</p>	
16	<p>Termination of the contract: In case of breach of contract, aggrieved party shall advise in writing to other regarding specific terms of contract which has been breached and will provide reasonable opportunity to improve upon within a specific time period, failing which the aggrieved party have the right to terminate the contract with 3 months notice. Liabilities towards termination shall be discussed and mutually agreed upon.</p>	
17	<p>Insolvency: If bidders, enter into liquidation, whether compulsory or voluntary (otherwise than for amalgamation or reconstruction) or become insolvent or suffer a receiver of the whole or part of your assets to be appointed, they shall forthwith notify the same to HAL and HAL shall have the right without prejudiced to its other rights or remedies to terminate the un-executed part of this agreement. In such an event, HAL shall be entitled forthwith to the refund of all the advance payments, if any.</p>	
18	<p>Immunity to Government of India: It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The vendor shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under this agreement.</p>	
19a	<p>Bribes & Gifts: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderer or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the tenderer may incur, subject the tenderer or cancellation of this and all other contracts with HAL and also to payment of any loss or damage resulting from any such cancellation under clauses 18 and thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.</p>	
b i	<p>Penalty for use of undue influence: Vendor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of HAL or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract with the government. Any breach of the aforesaid undertaking by vendor or any of its employees or anyone acting on its behalf (whether with or without the knowledge of the vendor) or the commission of any offers by the vendor or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947, or any other Act enacted for Prevention of corruption shall entitle HAL to cancel the contract- and all or any other contracts with supplier and recover from supplier the amount of any loss arising from such cancellation. A decision of HAL or its nominee to the effect the breach of the undertaking that has been committed shall be final and binding on supplier.</p>	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
ii	Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of vendor towards any officer / employee of HAL or to any other person in a position to influence the decision of HAL, directly or indirectly or any attempt to influence any officer/ employee of HAL for showing any favor in relation to this or any other contract, shall render vendor to such liability/ penalty as HAL may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the bank guarantee and refund of the amount paid by HAL.	
20	<p><u>Agents / Agency Commission:</u> The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract /Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.</p>	
21	HAL brings to your kind notice that HAL has not appointed any agent in India or outside India for procurement of any items and deals directly with vendor. In case any individual or firm approaches you posing themselves as authorized agent of HAL, it is requested that you should not entertain such claims and in addition inform immediately to HAL.	
22	<p><u>CONFIDENTIALITY</u> For the purpose of this Tender/Contract/Agreement, the Bidder/Contractor/Supplier shall not store, copy or disclose HAL's data and information whether in written, machine readable or other tangible form or disclosed orally, that is of value of HAL. Also Bidder/Contractor/Supplier agrees to use HAL's data only for the purpose under this Tender/Contract/Agreement, restrict disclosure to any other person or entity or third party and shall safeguard the provided data including from cyber security risks etc., Bidder/Contractor/Supplier should promptly return within 90 days HAL's data in original media and should not keep HAL's data, upon expiry of Tender/Contract/Agreement or early termination of Contract/Agreement and certify that Hal's data has been deleted permanently.</p> <p>Non-adherence to this confidentiality clause by the Bidder/Contractor/Supplier shall be treated, as a material breach of this Tender/Contract/Agreement.</p> <p>The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this</p>	
23	Environmental Management System (EMS): ISO 14001:2015	
i	The supplier should ensure that manufacturer batch No. to be indicated on all the materials supplied.	
ii	Information about potential significant environmental impacts associated with transportation, delivery, use, end-of-life treatment and final disposal of its products and services may be provided.	
iii	It is desired that Environmental Friendly Materials, Systems and Processes are used with the lifecycle perspective to have minimal impact on the Environment while delivering the product/service.	
24	<p>Police verification : (wherever applicable) In case Installation & Commissioning takes more than 3 days, suppliers are required to obtain police verification of their personnel attending the work. In case this clause is not complied, it will be understood that Installation & Commissioning will be completed in 3 days. HAL cannot entertain further claims in this regard.</p>	

ANNEXURE-2: Commercial Terms Compliance Sheet

Ref RFQ No.:		
Description of Work:		
Name of the Vendor/ Firm:		
Quotation Ref. No.:		
Sl. No	RFQ Commercial Terms and Conditions	Bidder's Remarks/Compliance (Complied / Not Complied)
25	<p>CONFIDENTIALITY: For the purpose of this Tender/Contract/Agreement, the Bidder/Contractor/Supplier shall not store, copy or disclose HAL's data and information whether in written, machine readable or other tangible form or disclosed orally, that is of value of HAL. Also Bidder/Contractor/Supplier agrees to use HAL's data only for the purpose under this Tender/Contract/Agreement, restrict disclosure to any other person or entity or third party and shall safeguard the provided data including from cyber security risks etc., Bidder/Contractor/Supplier should promptly return within 90 days HAL's data in original media and should not keep HAL's data, upon expiry of Tender/Contract/Agreement or early termination of Contract/Agreement and certify that Hal's data has been deleted permanently.</p> <p>Non-adherence to this confidentiality clause by the Bidder/Contractor/Supplier shall be treated, as a material breach of this Tender/Contract/Agreement.</p> <p>The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract/Agreement.</p>	
26	<p>Please indicate following:</p> <p>Contact person name</p> <p>Postal address,</p> <p>email ID for future correspondence / clarifications</p> <p>and also provide email and phone no of CEO/MD/GM/Proprietor</p>	



Ref RFQ No.:

ANNEXURE-03-TENDER CHECK LIST

Description of Work:

Name of the Vendor/ Firm:

Quotation Ref. No.:

S/N	BIDDERS SHOULD MAKE SURE ALL THESE BELOW DOCUMENTS ARE ATTACHED ALONG WITH BID.	YES/NO
1	All the bidders should mandatory attach this same excel workbook (after filling all the required information) in the offered specification document option in GeM portal. All other supporting documents and catalogue can be uploaded separately.	
2	MINIMUM LOCAL CONTENT CERTIFICATE ANNEXURE-4.	
3	UDYAM REGISTRATION CERTIFICATE if applicable (Udyog aadhar/NSIC will not be considered)	
4	LAND BORDER SHARING ANNEXURE-II A. (Mandatory even for domestic bidders)	
5	SELF-DECLARATION FOR NOT DEBARRED/ BANNED/ BLACKLISTED or not by any Division/ Office of HAL/ PSE/PSU/CPSE/Ministry of Defence or any institutions/offices of State & central GOI.	
6	Compliance to all TECHNICAL BID & COMMERCIAL Terms & Conditions (ANNEXURE-1 & ANNEXURE-2)	
9	Compliance to acceptance to all GEM Additional Terms & Conditions (ATC).	
10	Quality Documents/ Technical datasheet/ OEM literature/ product brochure/supporting documents	
11	OEM Authorization if applicable	
12	GST registration certificate	
13	Address & contact details	
14	Bank details proof (Bank mandate / cancelled cheque)	



ENCLOSURE-4a

DETAILS OF LOCAL CONTENT
(to be uploaded along with Technical Bid)

TENDER REF					
VENDOR NAME					
QUOTATION REF					
S.N	Part No.	Description	% of local content	Details of location(s) at which the local value addition is made	Whether copy of ink signed 'Self Certification' is uploaded (Yes / No)
1	HLM 10 04 04	HI LOCK PIN			
2	HLM 10 04 07	HILOK PIN			
3	HLM 10 04 09	HI LOK PIN			
4	HLM 10 04 11	HI LOCK PIN			
5	HLM 10 04 12	HILOK PIN			
6	HLM 10 04 13	HI LOK PIN			
7	HLM 10 05 05	HI LOCK PIN			
8	HLM 10 05 06	HI LOK PIN			
9	HLM 10 05 09	HI LOK PIN			
10	HLM 10 05 12	HI LOK PIN			
11	HLM 10 05 13	HI LOK PIN			
12	HLM 11 04 05	HI LOK PIN			
13	HLM 11 04 06	HILOK PIN			
14	HLM 11 04 11	HILOK PIN			
15	HLM 11 05 08	HI LOCK PIN			
16	HLM 11 05 10	HI LOCK PIN			
17	HLM 12 05 11	HI LOK PIN			
18	HLM 12 05 13	HI LOK PIN			
19	HLM 12 05 14	HILOK PIN			
20	HLM 12 05 15	HILOK PIN			
21	HLM 12 05 16	HILOK PIN			
22	HLM 12 05 17	HILOK PIN			
23	HLM 12 06 13	HILOK PIN			
24	HLM 12 06 16	HILOK PIN			
25	HLM 12 06 17	HILOK PIN			
26	HLM 12 06 19	HILOK PIN			
27	HLM 94 06	HILOK COLLAR			
28	HLM 10 06 24	HI LOK PIN			

General Notes: -

- 1 **Class-I local supplier** means a Supplier or Service Provider, whose goods, services & works offered for procurement, has local content equal to or more than 50%.
- 2 **Class-II local supplier** means a Supplier or Service Provider, whose goods, services & works offered for procurement, has local content more than 20% but less than 50%.

- 3 **Local content:** Local content means the amount of value added in India (i.e.indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
- 4 Purchase Preference, as detailed at Enclosure-A, is applicable only to Class-I local supplier. In case of non-submission of 'Self Certification', the purchase preference shall not apply.
- 5 A copy of ink-signed certificate (Annexure-4) should be uploaded along with technical bid and original certificate should reach us within 15 days of due date of tender.
- 6 The offer/bid received without indicating the percentage of local content & without self-certification will not be considered & rejected.

B) Additional Information, if any, may be indicated in the below table	
a)	
b)	

Format for “Self-Certification” for “Local Content”
(to be provided from Vendor letter head)

Tender Ref. No.: _____ & Date: _____

To,
HAL-RWRDC Division
Bangalore-560017

In consideration of the above referred Tender floated/issued by Hindustan Aeronautics Limited, RWRDC Division Bangalore (hereinafter called as “HAL”), I/We-M/s _____ of _____ (hereinafter referred to as “Bidder”) certify that I/we have offered the products with local content of -----%.

Details of the location(s) at which the local value addition is made:

- (i)
- (ii)
- ...

I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

Date :
Place :

Authorised Signatory :
Name of the Person :
Designation :
Firm Name & Seal :

Format for “Auditor’s Certification” for “Local Content”
(to be provided from Vendor letter head)

Tender Ref. No.: _____ & Date: _____

To,
HAL-RWRDC Division
Bangalore-560017

In consideration of the above referred Tender floated/issued by Hindustan Aeronautics Limited, _____ Division _____ (hereinafter called as “HAL”), I/We M/s _____ of _____ (hereinafter referred to as “Bidder”) certify that I/we have offered the products with local content of -----%.

Details of the location(s) at which the local value addition is made:

(i)

(ii)

...

I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

Date :	Signature :
Place :	Name of the supplier :
	Designation :
	Firm Name & Seal :

Auditor’s Certification

I/We (legal name of Audit Firm) _____, established in _____ (Full address) represented for signature of this Verification Certificate by (Name and designation of Authorised Representative), hereby certify that:-

The above mentioned Local Content proforma has been examined and all checks of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our Verification, the Local Content percentage ___% indicated in the above mentioned format could be achieved by M/s. _____ (Name of Vendor) during the manufacture of _____ (Name of products/equipment).

Certified by:

Statutory Auditor/Cost Auditor/Certified or
Licensed Cost Accountant / Chartered Accountant (as applicable)
Name / Name of Firm
Membership Number / Registration Number
(Seal of verification firm)
Date:

DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICESTender Ref. No.: _____ & Date: _____
To,_____ Division
_____**Type-I**Applicable for bidders falling under countries not sharing land border with India (or) sharing land border with India but currently lines of credit facility extended by Govt. of India to that country

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

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

Competent Authority Ref. No. : _____
Registration No. & Date : _____
Name of the Company : _____
Registration valid upto : _____*(Copy of the certificate enclosed)*Date : _____ Signature : _____
Place : _____ Name of the Person : _____
Designation : _____
Firm Name : _____*[Note: Also applicable to Transitional Case]*

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / RTGS/ NEFT
MANDATE FORM**

Appendix-VIII

FORM NO.E-5

(Investor/customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

1	Investor /customer's name & Address (Name of Beneficiary)	
2	Particulars of Bank account	
A.	Name of the Bank	
B.	Name of the branch	
	Address:	
	Telephone No.:	
C.	9-Digit code number of the Bank & Branch as appearing on the MICR cheque issued by the bank	
D.	(i) Type of the account (S.B., Current or Cash Credit) with code (10/11/13)	
	(ii) IFSC Code (of the Branch)	
E.	Ledger and Ledger folio number (if any)	
	Account number (as appearing on the cheque book)	
F.	(in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank containing all the above details for verification of the above particulars)	
3	Date of effect:	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme

(.....)

Signature of the Investor / Customer / Beneficiary

Date

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

Bank's Stamp & Signature