



Terms and Conditions for GeM (Government e-Market place) tender

Name of Work: **MANUFACTURE & SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS, INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT**

Type of Bid:

**Two Bid System**

Name of the Vendor/Firm

Quotation Ref. No.:

**PLEASE INDICATE YOUR RESPONSE / COMPLIANCE/ ACCEPTANCE TO THE FOLLOWING TERMS AND UPLOAD AS A PART OF TECHNICAL BID.**

**BIDDER SHOULD CAREFULLY VERIFY THE UNIT COST QUOTED BY THEM WITH RESPECT TO THE REQUIRED QUANTITY. THE TOTAL PRICE QUOTED BY THE BIDDER (FOR THE FULL QUANTITY) SHOULD BE INCLUSIVE OF ALL TAXES & CHARGES, AS THE SAME WILL BE USED BY GEM PORTAL FOR ARRIVING AT L1 POSITION.**

Sl. No.	Terms And Conditions	Your compliance/ Remarks
<b>A</b>	<b>General Info</b>	<b>Your compliance/ Remarks</b>
1	Name of the Individual / Firm / Company: * <b>Mandatory</b>	
2	Contact details & Email ID: * <b>Mandatory</b>	
3	GeM portal Registration Number: * <b>Mandatory</b>	
4	GST No. * <b>Mandatory</b>	
5	UAM no.	
6	Address for correspondence and placement of order: * <b>Mandatory</b>	
7	Registration details with HAL-ARDC or Sister Divisions (if any)	
A.1	<b>PROCUREMENT AND TECHNICAL DETAILS:</b>	<b>Vendor has to mentioned Agreed or not Agreed for each points</b>
1	Part No. : As per RFQ/tender. Part Description: As per RFQ/tender. Parts to be fabricated as per drawings/models provided by HAL-ARDC. Total Quantities Required: As per RFQ/tender.	
<b>B</b>	<b>MANDATORY REQUIREMENTS FOR THE BIDDER</b>	<b>Your compliance/ Remarks</b>
1	<b>PRIOR EXPERIENCE :</b> a) Vendor should have full knowledge regarding the subject scope of work. b) The Vendor should possess experience in executing similar job, in any PSUs / Defense/Pvt. Ltd. Organizations. * <b>Details of the executed contracts should be provided to ascertain credentials.</b>	
2	Vendor should also have established infrastructure and skilled manpower required to execute the contract. * <b>Documentary evidence to this effect should be provided.</b>	
3	Participating in the bidding process/submitted bids against HAL's ARDC RFQ, the vendors should be empanelled & approved for the relevant scope of work ARDC or HAL Divisions. Interested bidders (if not registered), are advised to get themselves registered with Hindustan Aeronautics Limited, ARDC for future tenders / RFQ s / enquiries related to the required scope of work (goods / service).	
B.1	<b>Technical Specifications</b>	<b>Your compliance/ Remarks</b>
1	<b>MANUFACTURE &amp; SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS, INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT</b>	
B.2	<b>HAL supply</b>	<b>Your compliance/ Remarks</b>
	<b>Raw material will be arranged by vendor .</b>	
B.3	<b>Delivery Schedule :</b> <b>WITHIN 8 (EIGHT) WEEKS FROM THE DATE OF P.O</b>	
B.4	<b>DELIVERABLES BY THE VENDOR</b>	<b>Your compliance/ Remarks</b>
	1.As per Technical terms/Scope of work.	
<b>C</b>	<b>Commercial terms &amp; Conditions</b>	<b>Your compliance/ Remarks</b>
1	<b>Please indicate your response /compliance/ acceptance to the following terms and upload in GeM.</b> <b>BIDDERS TO ENSURE NO PRICES ARE INDICATED IN THIS SHEET OR ANY WHERE IN THE TECHNICAL BID EVEN IN THE FORM OF PDF.</b>	
2	Bidders are requested to submit their proposals (Technical and Price bid) online at GeM portal. Tenders submitted other than GeM portal will not be considered and will be rejected (No Hard copies of Technical and Price bid should be submitted). Hence, you are requested to submit the bids on-line well before the tender due date and time.	

3	<p><b>PRICE &amp; DELIVERY TERMS:</b> The bidder is required to indicate price for <b>package</b> basis. Price quoted should be on F.O.R. Destination basis, for delivery at ARDC-HAL Stores inclusive of all charges including transit insurance.</p> <p>b) <b>Delivery of accepted parts etc. to ARDC-HAL shall be responsibility of the vendor without any extra cost to the Buyer.</b></p>	
4	<p><b>FIRM PRICES</b> The prices will be firm <b>and</b> fixed as per contract terms till execution of contract and exclude subsequent claims or price increases of any kind.</p>	
5	<p><b>Goods and Services Tax and/or other levies</b> Goods and Services Tax (GST) and/or other levies, wherever leviable and intended to be claimed from HAL should be distinctly shown along with the prices quoted. Where this is not done, no claim for GST and/or other levies will be admitted at a later stage on any ground whatsoever. Any additional taxes/duties/levies imposed subsequent to order will be payable to the vendor at actual. A GST is payable only when GSTIN is given in your bill with certificate that the GST charges from us shall be paid to authorities concerned.</p>	
6	<p><b>VALIDITY OF THE QUOTATION</b> Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of <b>120 days</b>.</p>	
7	<p><b>Tender Due Date</b> : Quote is to be submitted within the due date and time.</p> <p>a. Any change in bid after the "Due Date &amp; Time of Bid-Submission" of Tender is not allowed.</p> <p>b. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date &amp; Time of Bid-Submission" of the Tender. HAL shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection / website failure / other issues.</p>	
8	<p><b>Other general terms:</b></p> <ul style="list-style-type: none"> <li>- When counter terms and conditions of business have been offered by a tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been give by HAL.</li> <li>- <b>Conditions and terms, notice of which has not been given in this enquiry by parties submitting quotations, will not be considered by HAL, if put forward in subsequent correspondence, after acceptance of order etc.</b></li> <li>- In case of any technical issues, vendor may discuss with HAL technical team and get all issues clarified before submission of offer. HAL <b>does not</b> entertain any correspondence on technical issues after opening of tender and release of order to successful bidder.</li> <li>- Disregard of any instructions, may result in your offer being ignored.</li> </ul>	
9	<p><b>Tender Evaluation:</b></p> <p>a. Those who are participating in the bidding process/ submitting bids against HAL ARDC RFQ, the vendor should be empanelled &amp; approved for the relevant scope of work . ARDC team will <b>assess</b> the unregistered/ non-approved vendor 's capability for the RFQ Scope and get it registered.</p> <p>b. Conditional discounts will not be considered in evaluation of tender.</p> <p>c. HAL is not bound to accept the lowest or any quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and bidder must supply the same at the rate quoted.</p> <p>d. Vendor shall not be entitled without HAL's consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.</p>	
10	<p><b>LIQUIDATED DAMAGES</b> : In the event of an order, HAL reserves the right to collect a sum of 0.5% per week or part thereof of the basic value of delayed portion of the purchase order, subject to a maximum of 5% of the basic value of undelivered/incomplete portion of the Purchase Order, towards liquidated damages.</p>	
11	<p><b>PAYMENT TERMS</b></p> <p>a) 100% payment will be made within 30 days after receipt and acceptance of the component/Tool at HAL-ARDC and submission of valid invoice for the same.</p> <p>b) All payments shall be made through ECS scheme.</p> <p>c) Income tax (TDS) shall be deducted at source at applicable rate while releasing payment.</p>	
12	<p><b>DOCUMENTS REQUIRED FOR ISSUE OF RAW MATERIAL( if material provided by Hal):</b></p> <p>A. Bank guarantee( BG) value should be the Rejection Allowance (in Rupees) as per the Order rounded off to the nearest thousand Rupees.</p> <p><b>B. Indemnity bond</b> Indemnity bond should be provided on <b>Rs.200.00</b> stamp paper for an amount equal to value of free issue of RM supplied against respective orders. 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. <b>Bank guarantee and Indemnity bond in favour of HAL from the sub-contractor shall be valid till completion of all the supplies under the contract plus 60 days.</b></p> <p><b>C. Comprehensive insurance</b> In addition to above indemnity bond, the vendor is required to obtain Comprehensive insurance policy covering all risks including fire, theft, damage, strike, loss of material for an amount equivalent to free issue of RM. All such insurance policy should be assigned to HAL. Vendor is strongly urged to procure Insurance Policy to cover the risk of loss/damage to materials and assets issued by HAL.</p> <p><b>Vendor has to submit the Bank Guarantee &amp; Indemnity Bond as per HAL format only. All the required format will be provide along with the purchase order.</b></p>	
13	<p><b>REPAIR / REWORK / DEDUCTION OF COST</b> Deduction on account of operation not carried out by the subcontractor as per the PO and carried out by HAL shall be based on the total quantum of re-work involved, the Purchase Order value and HAL estimated value. The same shall be recovered from your invoice.</p>	

14	<p><b>PACKING:</b> Each items will be suitably packed in order to withstand transport hazards and also during storage period. Batch number and date of manufacture should be labeled on each part.</p>	
15	<p><b>INSPECTION</b> Items shall be inspected by ARDC-HAL's Inspector at subcontractor's works / ARDC-HAL. The report furnished by ARDC-HAL's Inspector will be final and binding on the subcontractor. The subcontractor shall provide inspection facilities free of charge (whenever required). Whenever applicable, the intimation regarding readiness of tools/parts should be given by the subcontractor seven days in advance in order to enable ARDC-HAL to depute inspector to carry out the inspection. However the final inspection and acceptance will be at ARDC-HAL.</p>	
16	<p><b>DAMAGE/LOSS TO MATERIAL</b> In case where material has been supplied by HAL, subcontractor shall take due care of the raw-material /special tooling etc. supplied by ARDC-HAL and will indemnify ARDC-HAL to the full value in case of damage/loss of these materials. However, in case of special tooling, normal wear and tear while in usage will not be considered as damage.</p>	
17	The sub-contractor shall maintain the traceability record of raw materials supplied by HAL.	
D	<b>New Firm (Non Registered Bidders):</b>	<b>Your compliance/ Remarks</b>
1	<p>Indicate in your quotation, whether you are an approved vendor of HAL and if so, at which division of HAL. If you are not an approved vendor of HAL, you are requested to submit the application for Registration by HAL by downloading application format from our website <a href="http://www.hal-india.co.in">www.hal-india.co.in</a> with necessary documents.</p> <p>Deemed Registration: Vendors registered in other Defense PSUs will be considered as Deemed Registered. This Deemed Registration will enable the vendors to participate in all future tenders of HAL for similar category of goods/services subject to fulfillment of other eligibility criteria indicated in the tender. However, prior to placing of order, in case the vendor is selected after following the due process/procedure, all the formalities relating to completion of regularization of the Registration Process as per the extant procedure, will have to be completed.</p>	
2	<p>Please provide GSTIN Registration details of your company from where the items will be supplied. <b>If your company is not registered in GST portal, please provide reasons for not registering.</b></p>	

E	GST	Your compliance/ Remarks
1	GST: Vendor should indicate the GST % applicable 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 later and it will be assumed that the rates quoted are inclusive of applicable GST.	
2	HSN / SAC Code: Vendor to confirm that the applicable HSN / SAC code for the supplied item / Services with GSTIN no. of the company from where the supplies are made are indicated in the offer.	
3	Vendor to confirm that they have passed on the benefit of reduction of cost due to GST implementation. This is specifically critical in light of the anti-profiteering provision incorporated in the GST Law.	



**Commercial Terms and Conditions of theTender**

Tender Ref. No.: HAL-ARDC/OS/EP24/29/1		Dated:- 14/09/2024	
SCOPE OF WORK :		MANUFACTURE & SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS, INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT	
Name of the Vendor/ Quotation Ref. No.:			
PLEASE INDICATE YOUR RESPONSE/ COMPLAINEE/ ACCEPTANCE TO THE FOLLOWING TERMS (MANDATORY) & UPLOAD AS A PART OF TECHNICAL BID.			
Sl. No	Parameters	HAL Preferable Terms & Conditions	vendors compliance
1	Tender Due Date	The due date for submission of quote is <b>mentioned in RFQ.</b>	
2	Tender Evaluation	<b>Please note that items will be evaluated as PACKAGE basis.</b>	
3	Non Recurring Cost (NRC)	This head includes the cost for tools,programimng, tools,jigs, fixtures,templates etc will be returned to ARDC-HAL after completion of supplies or on demand by ARDC-HAL.	
4	Delivery Schedule	<b>a) WITHIN 8 (EIGHT) WEEKS FROM THE DATE OF P.O</b>	
5	TENDER DUE DATE	The due date for submission of quote is as mentioned in Notice Inviting Tender(RFQ) document (Date/ time) at Sub-Contract Cell, Aircraft Research & Design Centre HINDUSTAN AERONAUTICS LIMITED Marathahalli Post, Bangalore - 560 037. INDIA (Postal address & place to be informed).	
6	Price	a)The bidder is required to indicate prices against individual items. Price quoted should be for delivery at HAL-ARDC Stores inclusive of all charges including transit insurance.The <b>prices will be firm as fixed as per contract terms till execution of contract</b> and exclude subsequent claims or price increases of any kind. <b>b) The bidder should reduce quoted price by considering the the value of scrap at prevailing market prices, generated during fabrication/machining.</b> c) Bidders 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 of ordering lesser quantities will not be agreed to.	
7	Payment term	a) The standard Payment Terms are 100% payment after receipt and acceptance of finished items at HAL's works, through transfer to sub-contractors Bank Account by ECS .b) Advance payment shall not be entertained.	
8	Taxes	<b>Venor should clearly mention while submitting the price bid the GST rates however the prevailing rates will be considered for payment processing.</b> a) No additional payments will be made for whatsoever reasons, other than statutory revisions. b) It will be the vendors responsibility to ascertain that all the taxes and duties (including taxes on scrap) are paid to the government within the time frame and the proof of the same to be provided to HAL.	
9	Validity of the quotation.	Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of <b>120 days</b> from the closing date of enquiry.	
10	Repeat Order	HAL may place repeat order on the L1 Vendor for some or all parts up to a maximum 100% of the value of the original order within 12 months from the date of completion of the original order provided the L1 vendor agrees to the price & terms & conditions in the original order.	
11	Issue of Raw Material (if applicable) / Preservation	<b>Raw materials / Tools / gauges are to be collected by the VENDOR from our stores and finished items delivered at our GI Stores. No extra delivery charges will be paid by HAL.</b> <b>The raw materail against PO shall be collected by the potential vendors after submission of requisite bank guarantee for an amount as per HAL procedures.</b>	
12	You are also requested to quote for the items as per RFQ and the Technical information Specification/Scope of work. For any query you are requested to contact ARDC-HAL on the email address read as: "outsourcing.ardc@hal-india.co.in". Any deviation in the listed items will not be acceptable.		
13	As per directives of Ministry of Finance, Government of India the bidder to the subject tender has to provide their Udyog Adhaar Memorendum Number (UAM Number) mandatorily else benefits pertaining to MSME vendors under Public Procurement Policy for MSEs Order 2012 will not be availed.		
14	Please mention about the status of your firm or company whether: <b>(A) Micro (B) Small (C) Medium Enterprise (D) Ancillary Unit (E) Agent (F) Stockiest (G) General order Supplier</b> (In case of SSI, please indicate your Registration Number)		
15	Please indicate address, contact details and e-mail address for future correspondence and clarification		



Aircraft Research & Design Centre  
HINDUSTAN AERONAUTICS LIMITED  
Marathahalli Post, Bangalore - 560 037. INDIA

**GENERAL TERMS & CONDITIONS OF THE TENDER**

Tender Ref. No.: HAL-ARDC/OS/EP24/29/1

Dated:- 14/09/2024

Vendor Name:

MANUFACTURE & SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS,  
INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT

ALL THESE TERMS & CONDITIONS WILL BE THE PART OF THIS TENDER AND ALSO FOR THE RESPECTIVE PURCHASE ORDER PLACED AFTERWARDS.

S/N	Parameters	HAL Preferable Terms & Conditions	Vendor Compliance
1	Submission of Quotation	The vendor should offer the quotes in the GEM-portal only .Vendor to upload compliance of technical terms, commercial terms and price bid in respective forms of the tender.	
2	Late Tender	HAL reserves the right to reject late or incomplete tender.	
3	Packing	The contractor shall be responsible for the stores being sufficiently and properly packed for storage and transportation, so as to ensure that the stores are free from loss or damage on arrival at HAL-ARDC Stores.	
4	Quality & Workmanship	The Vendor shall ensure that the items/tools/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.	
5	Raw material purchase report	The vendor should produce, raw material used to manufacture the part under the subject purchase order, procurement details along with test certificates at the time of delivery or whenever demanded by HAL during the execution of purchase order.	
6	Damage / Loss to Material	<p>1. In case where material has been supplied by HAL, subcontractor shall take due care of the raw-material /special tooling etc. supplied by HAL-ARDC Division and will indemnify HAL-ARDC Division to the full value in case of damage/loss of these materials. However, in case of special tooling, normal wear and tear while in usage will not be considered as damage.</p> <p>2.Material shall be supplied against furnishing of following by sub-contractor:</p> <p>a. <b>Indemnity bond</b> in favor of HAL, covering the cost of material, which should be valid till completion of supplies plus 60 days.</p> <p>b. <b>Comprehensive insurance policy</b> covering potential risk to the HAL supplied material including fire, theft,Burglary &amp; damages/ loss of material etc., for an amount equal to the cost of material, which should be valid till completion of supplies plus 60 days. Such insurance policy will be assigned to HAL</p>	
7	Rejection allowance & Material cost recovery	<p>In case where materials are supplied by HAL, the rejection allowance and recovery etc. shall be as under:</p> <p>a). REJECTION ALLOWANCE IS NIL unless it is specified in the RFQ and PO.</p> <p>b). 95% of the PO line item material cost will be recover through Demand Draft with in 15 days from the date of rejection or demand by ARDC,HAL.</p> <p>Wherever inherent defects are noticed by the subcontractor in HAL's supplied materials during machining, the subcontractor shall intimate Outsourcing Dept. via email or company letter head, discontinue machining operation.. HAL shall compensate the subcontractor to the extent of content in terms of labour charges on the basis of certificate by HAL Inspector.</p>	
8	Issue of Raw Material/ Preservation	<p><b>Raw materials /Tools /Gauges (if any) are to be collected by the subcontractor from our stores and finished items delivered at our GI Stores. No extra delivery charges will be paid by HAL</b></p> <p>HAL supplied raw material, drawings and other documents are sole property of ARDC Division. The materials/other items received from HAL shall be properly identified with the order no, specification and quantity .These shall be protected from misuse, loss, damages and deterioration, properly stored at suitably identified and marked place.Vendor must provide the raw material details lying on <b>quarterly</b> basis to ARDC,HAL issued against various POs.</p> <p>Special Tools &amp; Gauges, if any required will be supplied on returnable basis subject to availability. If subcontractor fails to return the same along with the last supply of last accepted items the bills will not be cleared for payments</p> <p>All Tools/ Gauges fabricated by Sub-Contractors and funded by HAL shall be returned to HAL along with Last supply/ Completion of Task.</p> <p><b>DOCUMENTS REQUIRED FOR ISSUE OF RAW MATERIAL (if material provided by Hal):</b></p> <p>A. General Bank Guarantee (GBG) The vendor should furnish GBG from any scheduled nationalized Bank for the total value of RM supplied as follows:  For materials,the BG value should be the Rejection Allowance (in Rupees) as per the Order rounded off to the nearest thousand Rupees. For assets, the BG should be for the full value. Wherever BG is used as above, the value for the purpose of the Indemnity Bond should be reduced by the value of the BG.</p> <p>B. Indemnity bond Indemnity bond should be provided on Rs.200.00 stamp paper for an amount equal to value of free issue of RM supplied against respective orders. In case of damage/loss of raw material while in your custody or rejection of finished part made out of the raw material supplied by HAL, the vendor is required to pay to HAL the value of raw material as declared in PO.</p> <p>Bank guarantee and Indemnity bond in favour of HAL from the sub-contractor shall be valid till completion of all the supplies under the contract plus 60 days.</p> <p>C. Comprehensive insurance In addition to above indemnity bond, the vendor is required to obtain Comprehensive insurance policy covering all risks including fire, theft, damage, strike, loss of material for an amount equivalent to free issue of RM. All such insurance policy should be assigned to HAL.</p>	

9	<b>Warranty</b>	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. 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.	
10	<b>CONFORMANCE TO AS 9100 REV D</b>	<p>Following points to be complied fully by the vendor:</p> <ul style="list-style-type: none"> <li>a) Notify to HAL of the nonconforming product</li> <li>b) Obtain HAL approval for nonconforming product disposition.</li> <li>c) Notify the HAL of the changes in product and / or process, changes of suppliers, changes of manufacturing facility/ locations and where required obtain HAL approval and</li> <li>d) Flow down to the supply chain the applicable requirements including customer requirements.</li> <li>e) Record retention requirements</li> <li>f) Right of access by the HAL / their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.</li> <li>g) The Sub Contractor should ensure/aware of following: <ul style="list-style-type: none"> <li>i) Their contribution to product or service conformity.</li> <li>ii) Their contribution to product safety.</li> <li>iii) The importance of ethical behaviour.</li> </ul> </li> </ul>	

11	<b>EMS Compliance as per ISO Standards 14001:2015/ISO45001:2018</b>	a). 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.b).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 produce/service.vendor has to comply with ISO45001:2018 standards.	
12	<b>Change in Design/Technology &amp; Modification after ordering</b>	a) Suppliers shall implement minor drawing /model changes as and if advised during manufacturing and compliance of Project slips/deviation slips/repair schemes related to individual drawings at no additional cost. b) Whenever there is any change in the issue of drawing, the part with the latest issue will be treated for First Article Inspection (FAI).	
13	<b>Deductions</b>	Deduction, on account of operations not carried out by the Sub-Contractors/ Service Providers as per Purchase Order, and rework carried out by HAL shall be based on the total quantum of re-work (SMH) involved, the Purchase Order value and HAL estimated value.	
14	<b>Appropriation</b>	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. a) Deduction from payables under the present Order b) Deduction from payables under any other Order placed by the HAL Division that placed the present Order c) Deduction from payable under any Order placed by any other Division of HAL  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.	
15	<b>Sub-contracting / Sub-letting</b>	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.	
16	<b>Material Change in Information</b>	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.	
17	<b>IPR Protection:Non Disclosure Agreement(NDA)/ Confidentiality agreement</b>	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.  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 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.  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, (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.  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. 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.	
18	<b>Parallel Agreement / Contract</b>	Nothing in this Order/ contract precludes HAL from entering now or hereinafter into any Order/contract with others for manufacturing and supply of same or similar goods.	
19	<b>Termination of Contract</b>	In the event of HAL ARDC Division not being satisfied with the performance of the Vendor for any reason including breach of contract, or for HAL's own convenience, HALARDC Division 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. 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 HAL c) All the documents (in soft and hard copies) supplied by HAL to be returned to HAL d) All spare copies of documents, soft copies in vendor IT system to be permanently erased/destroyed. 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. 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.	



20	<b>Arbitration</b>	<p>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 &amp; 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>
21	<b>Work &amp; Payment during Arbitration</b>	Work under the contract and related activities including payments can, if reasonably possible, continue by mutual agreement during the arbitration proceedings.
22	<b>Jurisdiction</b>	The Court at BANGALORE, KARNATAKA 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.
23	<b>Fall Clause</b>	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.
24	<b>Response / Regret</b>	Please send your Regret Reply in case the subject item is not covered in your range of products or you are not willing to submit proposal.
25	<b>Risk purchase</b>	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.
26	<b>CONFIDENTIALITY</b>	<p>Vendor is given the drawings/ process sheets and other documentation for manufacture of the components required by HAL ARDC Division. 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. 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. HAL may insist on signing of a Non-Disclosure Agreement in this regard.</p> <p>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>
27	<b>EXPORT LICENSE</b>	Foreign Vendors making proposals should ensure availability of export license as per their Govt. regulations for export to India. Vendor shall be required to obtain and maintain all Export/Import licenses and permits etc., as the case may be, required for performing supplies/ services against this tender. Obtaining export license shall be entire responsibility of the Vendor. The Vendor shall ensure that HAL has unrestricted rights to export its products incorporating the item supplied by the vendor to any county.
28	<b>AGENTS/AGENCY COMMISSION</b>	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. 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. HAL will also have the right to recover any such amount from any contracts/ order concluded earlier with HAL.
29	<b>IMMUNITY TO THE GOVERNMENT OF INDIA</b>	It is expressly understood and agreed by and between Vendor & HAL that HAL is entering into this contract solely on its own behalf and not on behalf of 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 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.
30	<b>Counter terms and conditions</b>	When counter terms and conditions of the business are offered by the bidder, HAL shall not be deemed to be governed by such terms & conditions unless written acceptance thereof has been given by HAL. No conditions & terms, notice of which has not been given in the tender by bidders submitting quotations will be considered by HAL, if put forward in subsequent correspondence and after placement of order.

31	HAL is not bound to accept the lowest or any other quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and vendor must supply the same at the rate quoted. Disregard of any instructions ,may result in your offer being Rejected	
32	<p>Any clarifications can be addressed to: -</p> <p><b>The Deputy General Manager (SUBCONTRACT),</b></p> <p><b>AIRCRAFT RESEARCH AND DESIGN CENTRE,</b></p> <p><b>HINDUSTAN AERONAUTICS LIMITED,</b></p> <p><b>BANGALORE 560 037. ph: 080-22311534 E-mail : outsourcing.ardc@hal-india.co.in</b></p>	



**Technical Terms and Conditions of Tender**

Tender Ref. No.: HAL-ARDC/OS/EP24/29/1

Dt: 14/09/2024

Type of Bid: Two Bid System

Name of Work:	<b>MANUFACTURE &amp; SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS, INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT</b>
Vendor Name:	
Quotation Ref. No.:	

PLEASE INDICATE YOUR RESPONSE/ COMPLAINE/ ACCEPTANCE TO THE FOLLOWING TERMS (MANDATORY) & UPLOAD AS A PART OF TECHNICAL BID.

Sl. No	HAL terms	Vendor's Compliance / Comments
	WORK CONTENT:	
	1. Cut and laminate the job roc material to make a wooden block as per tool drawing.	
	2. Mill the laminated job roc block to a size as per drawing.	
	3. Develop suitable NC machining program using the CAD data provided by ARDC.	
	4. NC machine the job roc block for contour, using the developed NC program maintaing the contour tolerance of $\pm 0.3\text{mm}$ as per tool drawing. Also scribe the part end lines and cut-out lines using suitable NC program as per drawing requirement.	
<b>A</b>	5. Burnish the NC machined surface to remove tool marks after NC machining.	
	6. Mill the slots/cut-outs as per tool drawing/CAD model.	
	7. Drill / Ream /Jig bore all specified H7 holes as per tool drawing and also drill and tap all specified holes as per tool drawing.	
	8. Fabricate bushes/Locking pins as per HST Standard drawing and press fit/Assemble the detail as per tool drawing.	
	9. Attach metal tag bearing component number and tool number as mentioned in notes of the tool drawing.	
	10. Offer for HAL inspection. The vendor should arrange Laser tracker / CMM / 3D Scanner for inspection.	
	TERMS AND CONDITIONS:	
	1. Vendor shall quote for manufacture and supply of Form Tool as per the Tool drawings, including raw materials, standard items and commercial items. <b>Raw material is vendor's responsibility.</b>	
	2. Vendor shall produce Certificate of Conformance (CoC) for the raw materials used.	
	3. ARDC will provide CAD data in the form of CATIA part files in STEP/IGES format. Vendor shall develop suitable NC programme and Machine the contours using the developed NC programme. Hence, <b>NC programming is vendor's responsibility.</b>	
	4. All raw materials as per bill of materials (BOM) is to be arranged by vendor. The job roc material shall confirm to IS: 3513 - PART - III - GRADE: AC - TYPE 2.	
<b>B</b>	5. The completed items are acceptable subject to certification by HAL - QA department.	
	6. The completed items are to be supplied to ARDC - HAL, Bangalore-37, taking due care during transit.	
	7. Strict adherence to delivery schedule is very much essential in addition to maintaining tool drawing dimensions and tolerances.	
	8. Vendor shall produce inspection report of the manufactured items for both dimensional and geometrical tolerances.	
	9. Vendor should arrange CMM/FARO ARM/Laser tracker for inspection.	
	10. Vendor shall produce CMM/FARO ARM/Laser tracker report for the welded assemblies in the format specified by the ARDC QA.	
<b>C</b>	<b>Delivery Schedule: Within 8 (Eight Weeks) from The Date of P.O</b>	

Kindly refer attachments for Drawings.

## MATERIAL SUB-CONTRACT REQUEST

MANUFACTURE & SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS,

INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT

MSR No. EP24/29  
2024

Date:13-07-

PROJECT: LCA-AF-Mk2  
Tendering

Mode of Tendering: Limited E

WORK ORDER No.: 24.92.30.0000

ERP CODE: D8

FSED No.123.1.1

PRIORITY: 1. EMERGENCY

2. **PROGRAM**

3. AD HOC

CFA : GM (ARDC) DOP : ANNEXURE-III-E 1

Sl. No.	TOOL No.	TITLE	QTY	MATERIAL	COST OF HAL SUPPLIED MATERIAL IN Rs	HSN CODE
1.	12L-6508-00-00-000-10/20	FORM TOOL FOR TOP SKIN PANEL-2	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
2.	12L-6513-00-00-000-10/20	FORM TOOL FOR TOP SKIN PANEL-3	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
3.	12L-6514-00-00-000-10/20	FORM TOOL FOR TOP SKIN PANEL-4	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
4.	12L-6515-00-00-000-10/20	FORM TOOL FOR TOP SKIN PANEL-5	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
5.	12L-6516-00-00-000-10/20	FORM TOOL FOR BOTTOM SKIN PANEL-3	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
6.	12L-6517-00-00-000-10/20	FORM TOOL FOR BOTTOM SKIN	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00

		PANEL-5				
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REASON FOR OUT SOURCING: (Manufacturing personnel may choose appropriate reason & give justification).

- (a) Capacity Constraint (b) Non-availability of specific facilities (c) Savings in cost
- (d) Reduction in cycle time (e) Machine break down (f) Sudden Customer demand
- (g) Strategic reasons

## ENCLOSURE TO MSR No. EP24/29 dt.13/07/2024

The enquiry is for

**MANUFACTURE & SUPPLY OF FORM TOOLS FOR SHEET METAL COMPONENTS,  
INCLUDING RAW MATERIALS FOR LCA-AF-MK2 PROJECT**

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4.	12L-6515-00-00-000-10/20	FORM TOOL FOR TOP SKIN PANEL-5	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
5.	12L-6516-00-00-000-10/20	FORM TOOL FOR BOTTOM SKIN PANEL-3	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00

6.	12L-6517-00-00-000-10/20	FORM TOOL FOR BOTTOM SKIN PANEL-5	1LH+1RH	JOB ROC	VENDOR'S MATERIAL	4413 00 00
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4. NC machine the job roc block for contour, using the developed NC program maintaining the contour tolerance of  $\pm 0.3\text{mm}$  as per tool drawing. Also scribe the part end lines and cut-out lines using suitable NC program as per drawing requirement.
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- 10. Vendor shall produce CMM/FARO ARM/Laser tracker report for the welded assemblies in the format specified by the ARDC QA.

**DELIVERY SCHEDULE: WITHIN 8 (EIGHT) WEEKS FROM THE DATE OF P.O**

DARAM VIJAYA KUMAR  
CHIEF MANAGER(TOOLING),ARDC  
Date:13 July 2024

Transaction ID: 1893-9D8C9A-14312-10ECDE5C8-0001

Note 2

Proposed tools height is more than 100 mm ,IN - HOUSE Machine capacity is upto 100 mm thickness ,due to machine constraint of 100 mm in Z-direction ,hence proposed tools may be out sourced .

I DADAPEER  
DY.GENERAL MANAGER(SHOP)-SHEET METAL,ARDC  
Date:15 July 2024

Transaction ID: 0EBC-9D5BD9-140DC-10ECDE5C8-0002

Note 3

Concurred and Forwarded / सहमत एवं भेजा गया

V HEMA  
DY GENERAL MANAGER(METHODS & PROGRESS),ARDC  
Date:16 July 2024

Transaction ID: 1CEA-19363-106A9-10ECDE5C8-0003

Note 4