



Tender No. : TA20-86549/1

Date: 24.04.2018

Due Date: 11-JUN-2018, closing time is 23:00 HRS of Indian Standard Time.

Sub : Request for Quotation(RFQ) for supply of BRIDGE TYPE CO-ORDINATE MEASURING MACHINE

Hindustan Aeronautics Ltd., LCA-TEJAS Division located in Bangalore intends to procure the items specified in the RFQ item list for LCA Production.

Request you to submit your lowest quotations through e-portal at www.eproc.hal-india.com, within the specified due date & time on or before the closing date by 23.00 hrs (Indian Standard Time). Tenders received after due date and time shall not be opened and shall not be considered. **Bid received through HAL e-portal would only be accepted and submission of quotation through any other mode is not acceptable.**

HAL will not be responsible for the loss or delay in receipt of tender documents/ tender in transit, inability of vendor to upload the tender documents in E-Procurement and HAL reserves the right to reject Late / incomplete tenders.

It is a Two Bid System - In this system, the firms are requested to give two separate offers, both the offers will be exactly the same except the offer Annexure-1 will have all prices/rates/values blanked out and will be called Technical Bid . The offer Annexure-2 will be **Commercial or Complete Bid** including the **prices**.

Price details entered in technical bid is liable for rejection.

In order to maintain the standardization, you are requested to offer for the same details in Annexure-1 Technical Bid & Annexure-2 Commercial / Complete Bid.

Note: Prices should be filled only in Annexure-2 (Price/Commercial/Complete-Bid).

Vendors should not upload/attach any extra documents containing prices with the tender and if found such tenders will be liable for rejection.

Additional Condition of Tender

1. **Specification :**
Description: BRIDGE TYPE CO-ORDINATE MEASURING MACHINE

Technical Specification : Vendors to submit the Technical Bid with complete details item wise as called for in Annexure-1. The RFQ Requirements are specified. Vendors not meeting the criteria are liable for rejection.

a. RFQ will be processed on two bid system.

2. **Essential Conditions**
As Per Technical Compliance Matrix Entire machine inclusive of all systems / accessories should be warranted for 24 months from the date of HAL acceptance.
3. **General Conditions**
 - i) Validity of quotation 180 days.



4. **PAYMENT TERMS:**
100% payment through RTGS/ECS/NEFT/ any other latest Electronic Payment remittance mode within 30 days after receipt, acceptance at HAL and should completion of installation and commissioning.
5. **Tender Evaluation:**
 - a. **Technical Evaluation:**
 - i. Technical evaluation would be based on the quoted specification and essential parameters (Technical Compliance Matrix) as mentioned above.
 - b. **Commercial Evaluation:**
 - i. Only the technically accepted bid would be considered for commercial evaluation.
 - ii. The tender will be evaluated on **Package basis**
 - iii. Bid received in different currency will be converted to Indian Rupees. The TT selling rate for foreign currency exchange rate for conversion will be adopted as per the Reserve Bank of India as on date of tender opening.
 - iv. Bid with lowest price conforming to the specification and HAL essential requirement will be considered for placement of order.
 - v. **Annual Maintenance contract (AMC):** Supplier should quote separately for 3 Years of AMC after expiry of the warranty period. AMC cost will be considered for L1 supplier evaluation. Separate purchase order will be released for AMC after expiry of warranty period.
6. Bid with lowest price conforming to the specification and HAL essential requirement will be considered for placement of order.
7. Conditional Offers / Quotations are not acceptable.
8. Loading factor as per the attached HAL format shall be considered while preparing Price Comparative Statement for bidders who have not agreed RFQ terms.
9. **Startups, Micro & Small Enterprises for Indian vendors** are relaxed from prior Turnover and prior Experience. Such vendors shall submit valid documents along with their bids for availing this benefit.
10. Indian vendors to mention the **value of Import content** and **Indigenous content** with respect to **Value of Production** if any. The value of import content of Indian supply needs to be reported to Ministry of Defence. However orders will be placed to vendors in Indian currency only and payment will be made in Indian currency.
11. **HAL's OBLIGATIONS:** This RFQ does not oblige HAL to pay any cost incurred in the preparation or submission of any response including technical / commercial proposals from Vendor. HAL reserves the right to reject any and / or all responses received to this RFQ without assigning any reasons at any stage.
12. **Earnest Money Deposit:**
(Applicable: Rs.3,00,000/- for Indian vendor, In case of Foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD value.):
 - a) EMD for a value as mentioned in RFQ document to be submitted in the form of DD/Banker's Cheque/Pay Order/Bank Guarantee of Scheduled Bank of India / Bank of international repute (for Foreign vendors). **EMD should be in favour of HAL LCA-TEJAS DIVISION BANGALORE** and valid for 28 days beyond the validity of the bid. EMD can be

sent through SWIFT / Wire Transfer to HAL Account No.30402323910. SBI Bank. IFSC Code: SBIN0001114. Income Tax PAN No. AAACH3641R, TAN No. BLRHO3837B. Vendor should send original DD through Postal/Courier to the below address before tender due date, DD received after due date will not be considered and Quotation shall be summarily rejected. In case of RTGS / Swift / Wire transfer, Transaction Code should be indicated along with the technical bid. The technical bid will be accepted only after confirmation of receipt of EMD in time.

- b) Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form in original shall be summarily rejected.
 - c) EMD will not carry any interest for the period it is retained with HAL. EMD will be forfeited if a bidder withdraws amends, impairs and / or derogates within validity period.
 - d) Bidders exempted from submission of EMD as per Govt. of India directives must submit certified copy of Govt. of India authority for such exemption in lieu of EMD.
 - e) The EMD shall be refunded to the unsuccessful bidder within 15 working days in various stages of disqualification of the bid i.e., tender open stage, prequalification/ technical evaluation stage and identification of L-1 Stage.
 - f) Please provide RTGS/BANK details along with the quote for returning of EMD's.
 - g) *MSME vendor should submit UAM (udyog Aadhar Memorandum) certificate along with the technical bid to avail exemption for EMD. No other documents are acceptable.*
13. **Security Deposit:** a) The successful Bidders will be required to submit the Security Deposit equivalent to 5% of the total value excluding taxes (If taxes and duties quoted separately otherwise total order value quoted) of the order within 15 days of issuance of purchase order by way of Demand Draft or Bank Guarantee in a prescribed format of HAL from a scheduled Bank in India/Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period / last supply. Security Deposit will bear no interest. In case the supply order / contract is not executed to the entire satisfaction of HAL the Security Deposit will be forfeited besides initiation of risk purchase action. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the vendor settles all claims and complete such obligations.

Bank Guarantee should be directly issued by Bank to HAL through Registered Post:

Address:

Dy. General Manager (IMM)
IMM Department,
HAL, LCA-Tejas Division, PB NO.3791
Near Yemlur Road, Marathahalli Post,
Bangalore – 560037, India
Ph : 91 80 2232 3625, 080-2232 3594
Email: purchase.lca@hal-india.com

b) No claim will be entertained against HAL either in respect of interest, if any due on the security deposit or depreciation in value.

c) Loading factor of 5% shall be considered while preparing Price Comparative Statement for bidders who have not agreed for submission of Security Deposit.

14. **PERFORMANCE BANK GUARANTEE**

The successful Vendor shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value valid till end of the guarantee / warranty period from a scheduled bank in India / international repute (Foreign Bidders) in favor of **HAL LCA-TEJAS DIVISION BANGALORE**, Bank Guarantee should be directly issued by Bank to HAL through Registered Post.

In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer shall be summarily rejected.



15. **Integrity Pact:**

- i) The Bidder shall submit duly signed Integrity Pact in original, strictly as per the formats Omnibus IP or Standalone IP (whichever is applicable) without any deviation enclosed along with the RFQ. Bidders not complying with this are liable for rejection and their bids will not be considered for evaluation. The bidder is required to submit the signed pre-contract IP as part of technical bid.
- ii) The sellers/bidders given option for accepting and signing either Omnibus IP format or Standalone IP format. Both Standalone IP & Omnibus IP formats enclosed along with the RFQs. The bidders can select either Standalone IP or Omnibus IP for signing with HAL.
- iii) In case the vendor had already signed Omnibus IP with any Divisions of HAL and the same is valid and they can enclose a copy of the same against this tender, instead of signing fresh Integrity Pact, by providing the details such as date of signing, validity, Division, etc
- iv) Omnibus IP & Standalone IP are applicable to the individual entity / firm who has signed the IP. These IP will not be made applicable for the other companies of that group or as a group companies. Each individual entity / firm should sign separate IP.

Contacts:

Help desk: E-mail: ephelpdesk@hal-india.com
Landline: +91-80 40482000 /133/131.

LCA-TEJAS (HAL): For any clarification you may contact us through
Landline: +91-802232 3625 / 3824

E-mail: purchase.lca@hal-india.com, and lcaimm@hal-india.com

Contact : IEM (Independent External Monitors) in case of any clarification regarding Integrity Pact (IP):

Shri. Ramachandran Venkataramani
Landline: +91-80 42040100
Mobile No. 97312 22888
Email ID: ramkamal9805@rediffmail.com, ramkamal9810@gmail.com

Encl: Detailed Conditions of Tender.

Tapash Ghose
Dy. General Manager (IMM)
For Hindustan Aeronautics Ltd.

TECHNICAL SPECIFICATIONS OF BRIDGE TYPE CO-ORDINATE MEASURING MACHINE TA20-86549/1			Vendor Name:
<p>Name of the item: BRIDGE TYPE CO-ORDINATE MEASURING MACHINE (CMM) General Instruction: 1. Vendor MUST furnish its technical offer as per the following format. 2. In the prescribed format given below, vendor should offer its comments line by line on the right hand side column. In case of complete compliance to HAL specification, vendor should use terms like "Complied", "Agreed" etc., but in case of any variation or alternative offers with respected to the HAL specification, the same should be indicated clearly, with full description. 3. In case of any clarifications vendor may seek the same from HAL at least 5 working days before tender due date.</p>			
Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
1	<p>Application:</p> <p>a) CMM should have continuous scanning feature and capable of checking high precision components. b) The machine shall be of Bridge Type to allow free mounting of large aerospace components from all sides and specifically designed and engineered for carrying out high precision measurements of 3 dimensional Co-ordinates in a single set up from all sides and at an angle in flat and box type components.</p>	Essential	
2	<p>Construction of Machine:</p> <p>a) The Machine should be made of latest light weight material with better thermal capability and which helps in better Dynamics of the machine. b) The vendor should quote proven model of the machine. c) The vendor should submit catalogues & Technical Data Sheet of the quoted model . d) Ducting area/cut-outs should be sealed properly to avoid entry of rodents into the critical areas of Machine. e) The entire metal surface should be properly treated to prevent corrosion. f) Drive system movements should be motorized; all moving parts should slide on wear-proof guide to achieve minimum Stick-slip ratio and long accuracy life. g) Sliding system should be of Air Bearing/Mechanical Bearing. h) Measuring System: Material used for scales shall be either glass ceramic scales or steel scales with special mounting in order to take care of thermal expansion of the guideways/base materials and on Y axis, it should be dual scale reader & Dual drive system to take care of the wag tile effect of the X bridge. i) Granite Surface Plate should be provided with surface working area of Min. 5000(L)mm X 2000mm(W) , Supplier has to follow the CMM grade .Minimum thickness of Granite plate should be Minimum 200 mm'. j) Machine controller should be single controller which can take both fixed and indexing probe head. k) Thermal compensation for scales and workpiece to be provided.</p>	Essential	
3	<p>Measuring Range:</p> <p>a) X Axis: 2000 mm and above b) Y Axis: 5000 mm and above c) Z Axis: 2000 mm and above d) Resolution: 0.2 micron or better in X, Y & Z axes. e) X and Y axis are interchangeable.</p>	Essential	
TA20-86549/1	<p>4.1. Measuring Accuracy:(Fixed Probe Head)</p> <p>a) Length Measuring Error : MPE_E(ISO 10360-2): 3.0 + 2.9 L/1000 micron or better b) Probing Error : MPE_P (ISO 10360-2): 3.3 microns or better c) Scanning Probing Error :MPE_THP(ISO 10360-2): 4.8microns in 90 seconds or better</p>	Essential	

Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
4	<p>4.2 Measuring Accuracy: (Indexing probe head)</p> <p>a) Length Measuring Error : MPE_E(ISO 10360-2): 3.4+ L/250 or better . b) Repeatability : Single stylus form probing error:MPE_pftu (ISO 10360-2): 3.4 microns c) Scanning Probing Error :MPE_THP(ISO 10360-2): 4 microns in 70 seconds or better. d) Form measurement error: MPE_Ront: 4 microns or better .</p> <p>4.3 Accuracy should be guaranteed in the following operating temperature gradients:</p> <p>a) Performance Temperature Range: 20°C±2°C. b) Temperature variation: 1°C/Hr. c) Temperature variation: 2°C/24 hrs. d) Variation per meter: 1°C/m. e) Humidity in air 40-70%</p> <p>4.4 Performance Test Configuration:</p> <p>The Styli dia. and length to be specified by the Vendor with which the above specifications will be proved.</p>	Essential	
5	<p>5.1 Travel Speed:</p> <p>a) The speed of the movement of the axes should be variable from 0 to 60mm per second or better in Manual mode with joy stick. b) Maximum travel speed up to 520mm/sec or better in vectorial mode. c) Acceleration : 300m/sec² or better (All Axes)</p> <p>5.2 Load carrying : Capacity of the work table: 2000kgs. and above</p>	Essential	
6	<p>CMM Measuring Capabilities:</p> <p>a)Scanning speed: 200mm/sec or better b) CMM shall capable of measuring all geometrical parameters like Flatness, Straightness Parallelism, and Cylindricity etc. as per ISO 1101 also roundness, run-out, concentricity and position tolerance. c) CMM should printout detailed inspection report which includes nominal, actual and Tolerance limits. d) CMM should have capability for quick exchanging of all type of sensors used for high speed scanning system, optical probing system, Laser Scanners, etc. e) Report should indicate the magnitude of Deviations including tolerance band utilization. CNC Control System and Programming & Control features f)Suitable reputed CNC control system should be provided. g) Portable control panel with joystick/function keys should be provided for motorized/manual movement in all axes. h) It should withstand rigorous Industrial use with improved resistance to drops and shocks. i) Machine should be provided with high resolution measuring scales for axes movement to meet jMM accuracy requirements. j) Emergency stop switch should be located at such a position that it is easily accessible in case of emergency.</p>	Essential	


Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
7	<p>7.1 Probe Head: It should be possible to mount fixed head,motorized head and laser line scanner on the machine:</p> <p>a) Motorized Probe Head with 2.5 degrees indexing steps or better. b) Should be able to take Continuous scanning probes. c) Continuous scanning probes should be able to take styli of length 150 mm or more (with or without styli extensions) d) Probe Head should have following tech specs: A Axis Range: +/- 180 degrees B Axis Range: +/- 180 degrees e) Indexing Steps of 2.5 degrees or better in both A & B axis f) Indexing Speed of 90 degrees in 2 seconds or better g) Indexing Repeatability of 0.5microns or better</p> <p>Note: Revo/similar Probe Head is not acceptable for our application.</p>	Essential	
8	<p>Continuous Scanning Probe:</p> <p>a) Probe should be able to take styli length of 150 mm or more on a single module b) Measuring Range of the Probe in all axes: +/- 2mm c) Stylus Joints should be of M3 d) Stylus Changer rack of Min.3 ports to be provided e) Smallest probe diameter that can be used on the machine shall be approx. 0.5mm. f) Probe configurations including angular positions should be possible, so that such probe configurations once build and calibrated can be used in manual probe changing or in automatic probe changing mode to avoid loss of time for intermittent recalibrations.</p>	Essential	
9	<p>Probe Kit:</p> <p>1. Standard Styli kit of styli tip dia of 2 to 8mm in an increment of 1mm, styli extensions of 75 , 150,200 mm,mounting keys to be provided. 2. Additional styli of 0.5mm incremental in size to be provided. 3. Probe extensions of 200, 300mm for fixed probe head to be provided. 4. Suitable Stylus changer rack to be supplied to form a minimum of 5 rack station.</p>	Essential	
10	<p>Fixed Probe Head should have the following features:</p> <p>a) Continuous Scanning Probe Head b) Universal six directional probe head suitable for single flank and double self centering measurements. c) Shall be capable of fast continuous/uninterrupted scanning measurement, including scanning on inclined planes. d) Minimum Probe head deflection range ± 2 mm or higher for collision Protection. e) Weight carrying capacity of the Probe Head should be 800 grams or more . Should have active weight balance mechanism to balance the probe head according to probe/styli weights. f) Length of Probe extension to be used should be 800 mm or more. g) Probe bending correction for all the calibrated probe configurations. h) The styli extension, adaptors and probe body shall be collision protected. Smallest probe diameter that can be used on the machine shall be less than or equal to 1mm. i) Measuring force continuously variable from 0.1 to 1 Newton with direction selection and should be able to change measuring force from computer entry. j) Stylus Joints should be of M5 threads or suitable fastening method. k) Probe configurations including angular positions should be possible, so that such probe configurations once build and calibrated can be used in manual probe changing or in automatic probe changing mode to avoid loss of time for intermittent recalibrations.</p>	Essential	

Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
11	<p>Electronics and Safety: a) Modern Processor controller in a service - friendly, modular design with integrated monitoring should be provided.</p>	Essential	
12	<p>Power Supply Requirement: a) The electrical insulations should be fully tropicalized and electric system should be suitable for operation on 230V/415+5% volts, 1 or 3 phases, and 50 ±3% Hz AC supply. b) Electrical wires-up panel to confirm to IP54 / IP55 or latest standards.</p>	Essential	
13	<p>Foundation: a. Supplier has to do the foundation, installation and commissioning on turnkey basis and all the necessary work/tooling's has to be taken care by the supplier, HAL will provide site only. b. Supplier may visit the site to analyse the requirements of foundation and commissioning of machine. c. Suitable earthing has to be provided by the supplier, if any. d. All input power cable has to be provided by the supplier.</p>	Essential	
14	<p>14.1. Application Software(Latest version): a) Universal geometric measuring programmed for both manual and CNC operation, including component misalignment compensation in plane and space, form and position tolerance calculations, self-teach capability, part programming, probe tip calibration (as much maximum possible). Each geometric element measurable with up-to 30000 probing points for the following measurement functions: b) Geometric elements. c) Different elements linking possibility. d) Form & Position tolerance measurements according to DIN 7184 / ISO R1101 e) software should have direct interface with CAD files data exchange in IGES, VDA, DXF, and SAT. Direct interface to CATIA to prevent loss of data during translation of data f) Software should have temperature correction program. Any passwords required for operation & maintenance of control to be handed over to HAL.</p>	Essential	
14	<p>14.2 Following additional features also to be provided: a) Alignment facility b) Self-teaching facility CNC program preparation c) Auto recognition of standard Geometrical Elements Possibility to import CAD model (ACIS & IGES). d) Auto generation of probe path and measuring parameters for CNC program from the CAD model. e) Auto decision during alignment and geometry measurements through intelligent interface. f) Complete Graphics user interface. g) CNC program and parameters for CNC runs are automatically generated while measurement. h) Movement of the machine is to be possible in work co-ordinate system. i) Intermediate results should be possible with graphical assistance. j) Simplified and optimized evaluation routines. k) Possibility to connect CMM computer to LAN.</p>	Essential	

Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
14	<p>14.3 Software for Curve Measurement:</p> <p>a) A curve measuring programme should be offered for measurement of 2D & 3D known and unknown Contours of complex components.</p> <p>b) Should be determining the actual contour of a part for inspection and certification with known data.</p> <p>c) Printing of actual, nominal and deviation plots of measured data.</p> <p>d) Graphical assistance in CAD window should be required for intermediate results.</p> <p>e) Collection of point data by measurement from unknown curves.</p> <p>f) Output of the measured curve as surface data by compensating the probe diameter.</p> <p>g) Measurement of 2D & 3D curves against nominal data.</p> <p>h) Deviation calculation from nominal and measured curves.</p> <p>i) Best fit calculation of measured curves and output of deviations.</p> <p>j) Graphical presentation of nominal curves, measured curves & deviations.</p> <p>k) Import & Export of curve data from CAD systems in various formats like VDA, ASCII, STEP, IGES, DWG ,DXF formats.</p> <p>l) Machine should be able to give programs in DMIS output format.</p> <p>m) Should be able to create a scan path by single click on the imported solid model.</p>	Essential	
15	<p>Computer System of following specifications or better:</p> <p>a) Windows 10 Professional 64 bit edition or better.</p> <p>b) Intel Xeon E3 1225v2 or Higher.</p> <p>c) Intel C216 or better on OEM Motherboard.</p> <p>d) 16GB DDR-3, 1333MHz expandable to 32GB.</p> <p>e) nVIDIA Quadra K2000 2GB Graphic memory.</p> <p>f) 1000 GB SATA, 7200 RPM or better.</p> <p>g) DVD R/W Drive, 2GB RAM.</p> <p>h) USB OPTICAL SCROLL MOUSE.</p> <p>i) LAN 2 ports.</p> <p>j) Key board kit English.</p> <p>k) LED 20" flat panel monitor.</p> <p>l) A4/A3 Laser colour jet printer/plotter - 1 no.</p>	Essential	
16	<p>Online UPS:</p> <p>Online UPS of Suitable rating (as per the power supply requirements of the machine) of reputed make has to be provided with minimum 30 min. battery backup.</p>	Essential	
17	<p>Air Compressor if Required for the Machine:</p> <p>The capacity of the Air compressor shall be suitable for the Air requirement of the machine. It shall be Air cooled reciprocating type compressor to be provided. The Air compressor should be of Elgi,Ingersolrand or equivalent reputed make .</p>	Essential	
18	<p>Air Dryer if required for the machine (if Required for the Machine):</p> <p>a) Suitable refrigeration type non-cyclic Air dryer, having auto & manual drain options, must be supplied along with the compressor package for ensuring 100% dry air to be fed to the CMM equipment.</p> <p>b) The air dryer should be of reputed make.</p> <p>c) Pre filter to be provided for air dryer unit</p> <p>d) The make of the Air Compressor & Air Dryer offered should be clearly mentioned and product catalogue containing technical features to be provided.</p>	Essential	

Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
19	<p>Standard Accessories:</p> <p>a) The machine supplier should provide the required probe accessories for effective Utilization of the machine.</p> <p>b) Comprehensive extension kit to enable measurement of all the types of parts.</p> <p>c) Basic probe stylus kit.</p> <p>d) Temperature compensation unit</p> <p>e) Additional measuring probes and probe kits (with full details of probe sizes).</p> <p>f) Operator Standard tool kit if any.</p> <p>g) Clamping kit indicating details of parts.</p> <p>h) Calibration sphere to be provided for calibration of probe tips.(with certification)</p> <p>l) Damping devices should be provided to protect the machine from low frequency oscillations.</p> <p>j) If any other accessories like water/ Air/Oil Cooling circuit, Heat Exchange cooling tower etc . required for operating the CMM also to be supplied by the supplier along with the machine.</p>	Essential	
20	<p>Spares list:</p> <p>a) A kit of OEM recommended line wise spare parts for trouble free maintenance of the equipment should be provided.</p>	Essential	
21	<p>Documentation: (2 Copies each in English are to be supplied with machine)</p> <p>a) Operator Manual.</p> <p>b) OS and application CD.</p> <p>c) Setting/Programming Instruction Manual.</p> <p>d) Maintenance and suitable information on Electric servos, control system, hydraulic and Pneumatic systems.</p> <p>e) Electric & Electronic circuit drawings for control systems, AC/DC drives should be provided.</p> <p>f) Machine test charts & calibration certificate for all measurable items including gauge-with periodicity.</p> <p>g) Preventive maintenance check list, troubleshooting charts and guides.</p> <p>h) Machine assembly drawings for trouble shooting.</p> <p>i)Printouts of applicable Ladder Diagram of the machine, machine data, special sub-routine, Circuit diagrams of PCBs etc. for trouble shooting.</p>	Essential	
22	<p>Acceptance Test and Inspection:</p> <p>a) The machine supplier should undertake prove out of 5 components of different type and prove the machine accuracies/application/software capabilities at HAL site before acceptance.</p> <p>b) Necessary probe stylus kit and clamping kit to be provided to carry out the measurement.</p> <p>c) Machine accuracy testing to be carried out after erection and commissioning at HAL Site.</p> <p>d) Accuracies should be guaranteed in the operating temperature range.</p> <p>Note: HAL will provide the part drawings and CAD models for your reference.</p> <p>1. 01F 2B 4100 001 1AB 2. 01F 1B 4100 001 0AE 3. 01F 1B 1000 006 3AA 4. 01F 1C 2300 001 0AE 5. 01F 1C 2260 001 0AD</p>	Essential	
23	<p>Training:</p> <p>Supplier has to provide required training to HAL personnel free of cost at HAL site for two weeks / as specified by manufacturer to make the people self-sufficient in the field of operation, mechanical maintenance, and controls during commissioning.</p>	Essential	


Sl.No.	Specification / Parameter Description	Essential /Desirable	Vendor Comments
24	<p>Installation and Commissioning:</p> <p>a) The equipment should be commissioned by the vendor.</p> <p>b) The foundation drawing with all details should be submitted within one month after receipt of P.O.</p> <p>c) Requirements of electricity, water and compressed air (pressure) to be specified.</p> <p>d) Special requirements if any like vibration isolation, Air conditioning, dust free atmosphere and floorings to be specified.</p> <p>e) All the lubricating oil, Hydraulic oil, Grease etc. are to be prefilled by the vendor, specifications of oil to be international standard available in the free market.</p> <p>f) Ghost Data Backup (image Backup) for re-installation in case of Hard Disk failure should be supplied on CD at the end of commissioning.</p>	Essential	
25	<p>Warranty:</p> <p>a) The equipment should be under a minimum warranty period of 2 year from the date of user acceptance against all the design, material or manufacturing defects.</p> <p>b) The machine should run for trouble free operation during warranty period, any failure of parts/spares to be replaced for free of cost with necessary service within 48 hrs of information.</p>	Essential	
26	<p>General Requirements:</p> <p>a) The equipment should be designed so as to better access for easy maintenance/ repair / servicing.</p> <p>b) All components used for the equipment should be best of quality and reputed make.</p> <p>c) Adequate protection should be provided for all components against possible damages.</p> <p>d) The equipment should be manufactured and processed in accordance with good design and Engineering practice and to the entire satisfaction of the inspection authority.</p> <p>e) Similar Machine should have supplied to reputed Industries towards that Name and address of the customers for whom similar type of machines are supplied and is in operation for more than 2 years should be indicated with contact details. Customer's appreciation certificate if any is to be enclosed along with the offer. HAL reserve the right to verify the same.</p> <p>f) All the accessories including standard and optional should be quoted with itemized cost.</p> <p>g) Reference of working machines in aerospace industries to be provided .</p>	Essential	
27	<p>A. After sales service by trained engineers within 48 hours of communication to be Provided free of cost during warranty period. Manufacturer should have organization capability for the above requirement.</p> <p>B. Manufacturer should be able to provide spares and service support for the quoted Machine at least for 10 years.</p> <p>C. Vendor shall provide AMC support for useful life of machine after expiry of warranty period, including necessary calibration with valid accredited agency.</p> <p>(Discretion of entering AMC lies with HAL)</p>	Essential	

		HINDUSTAN AERONAUTICS LIMITED LCA - TEJAS DIVISION, POST BAG - 3791, Marathahalli (Near Yemlur Road) Bangalore 560037 INDIA				https://eproc.hal-india.com				
Tender No.: TA20-86549/1										
Annexure-2: Price Bid										
RFQ DATE: 24.APR.2018					DUE DATE : 11-JUN-2018, closing time is 23:00 hrs of Indian Standard Time					
NAME OF THE BIDDER <i>(Please enter your Company name & address, contact name, email id and phone no. without fail) →</i>										
BID REFERENCE NUMBER <i>(Please enter your Quotation ref. without fail) →</i>										
SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	UNIT PRICE ↓ <i>(*Pls mention AMC charges per year)</i>	Total Price	GST in %	CURRENCY ↓	REMARKS (If any) ↓
1	BRIDGE TYPE CMM	BRIDGE TYPE CO-ORDINATE MEASURING MACHINE	1	Number			-			
2	INTIAL SPARES	INTIAL SPARES	1	Set			-			
3	ANNUAL MAINTAINENCE	<p style="text-align: center;">AMC The supplier should quote for Annual Maintenance Contract.</p> <p style="text-align: center;"><u>AMC charges per year to be mentioned in Unit Price column</u></p> <p>Note: The cost of Machine along with cost of AMC will be considered for evaluation of L1 Bidder and Separate purchase order will be released for AMC after expiry of warranty period).</p>	3	Year			-			
4	INSTALLATION & COMMISS	<p>INSTALLATION & COMMISIONING</p> <p><i>(Please refer sl.no. 13 & 24 of Technical Compliance Matrix in details)</i></p>	1	Duration			-			
5	ESSENTIAL ACCESSORIES	ESSENTIAL ACCESSORIES	1	SET			-			

Tender No.: TA20-86549/1	
Annexure-2: Price Bid	
RFQ DATE: 24.APR.2018	DUE DATE : 11-JUN-2018, closing time is 23:00 hrs of Indian Standard Time
The supplier has to quote for all the above items and if no value is entered than it shall be considered that the cost is included in other price quoted. Say YES or NO →	
Please attach probable spare list with price in Annexure-A Say YES or NO →.	
(Technical Compliance Matrix submitted or not) Say YES or NO →	
Pkg & Fwd Charges (if applicable) →	
Payment Term → 100% payment through RTGS/ECS/NEFT within 30 days after receipt, installation and acceptance at HAL. Loading factor as per the attached HAL format shall be considered while preparing Price Comparative Statement for bidders who have not agreed RFQ terms.	
Validity of the Quote Minimum 180 Days Required →	
Delivery /Lead Time → Within Please mention in terms of weeks / months from the date of receipt of order.	
WARRANTY → a) The equipment should be under a minimum warranty period of 2 year from the date of user acceptance against all the design, material or manufacturing defects. b) The machine should run for trouble free operation during warranty period, any failure of parts/spares to be replaced for free of cost with necessary service with in 48 hrs of information.	
* Please mention GST TAX in % (Mandatory for Indian Vendor) →	
* Please mention GSTIN NUMBER (Mandatory for Indian Vendor) →	
Please upload Bank details in ECS format authenticated by Bank along with the Tender→	

Tender No.: TA20-86549/1	
Annexure-2: Price Bid	
RFQ DATE: 24.APR.2018	DUE DATE : 11-JUN-2018, closing time is 23:00 hrs of Indian Standard Time
<p style="text-align: center;">Liquidated Damages :</p> <p>In the event of an order, we reserve the right to collect a sum of 0.5% per week (on basic cost only excluding taxes & duties, if such details are furnished separately in the bid submitted) of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. →</p>	
<p style="text-align: center;">Delivery Terms: (FOB/Ex-Works/ FCA /CIF / F.O.R LCA-Tejas HAL BANGALORE)→</p>	
<p style="text-align: center;">Security Deposit:</p> <p>i) The successful Bidders will be required to submit the Security Deposit equivalent to 5% of the total value excluding taxes (If taxes and duties quoted separately otherwise total order value quoted) of the order within 15 days of issuance of purchase order by way of Demand Draft or Bank Guarantee in a prescribed format of HAL from a scheduled Bank in India/Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period / last supply. Security Deposit will bear no interest.</p> <p style="text-align: center;"><i>(Please refer Sl.No.29 of GENERAL CONDITION in details)</i></p> <p>Bank Guarantee should be directly issued by Bank to HAL through Registered Post (say Yes/No)→</p>	
<p style="text-align: center;">PERFORMANCE BANK GUARANTEE</p> <p>i) The successful Vendor shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value valid till end of the guarantee / warranty period from a scheduled bank in India / international repute (Foreign Bidders) in favour of HAL LCA-TEJAS DIVISION BANGALORE,</p> <p>ii) <i>In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer shall be summarily rejected.</i></p> <p>Bank Guarantee should be directly issued by Bank to HAL through Registered Post. (say Yes/No)→</p>	
<p style="text-align: center;">Earnest Money Deposit:</p> <p>(Applicable: Rs.3,00,000/- for Indian vendor, In case of Foreign bidder, EMD to be submitted in any freely Convertible currency of amount equivalent to the above EMD value.)</p> <p><u>(To avail EMD exemption, vendor has to upload valid UAM certificate along with the Technical Bid</u> <u>(Submitted Yes/No)→</u></p>	

Tender No.: TA20-86549/1	
Annexure-2: Price Bid	
RFQ DATE: 24.APR.2018	DUE DATE : 11-JUN-2018, closing time is 23:00 hrs of Indian Standard Time
<p>The Bidder shall submit duly signed Integrity Pact in original, strictly as per the formats Omnibus IP or Standalone IP (whichever is applicable) without any deviation enclosed along with the RFQ. Bidders not complying with this are liable for rejection and their bids will not be considered for evaluation. The bidder is required to submit the signed pre-contract IP as part of technical bid.</p> <p>(Note: Original IP to be submitted before tender due date through courier/postal/by hand/to drop inside tender box located at material gate LCA-TD)</p> <p style="text-align: right;">(Submitted Yes/No)→</p>	
<p style="text-align: center;">Withholding Tax:</p> <p>i) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the bidder on deduction of such amounts, if applicable.</p> <p>ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to enable the bidder to claim the benefit under DTAA.</p> <p>iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.</p> <p style="text-align: right;">(Submitted Yes/No)→</p>	
Remarks if any →	

	<p>HINDUSTAN AERONAUTICS LIMITED LCA - TEJAS DIVISION, POST BAG - 3791, Marathahalli Post (Near Yemlur Road) Bangalore 560037 INDIA</p>	<p>https://eproc.hal-india.com</p>
-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

Tender No.: TA20-86549/1

Annexure - 1: TECHNICAL BID

RFQ DATE: 24.APR.2018 **DUE DATE : 11-JUN-2018, closing time is 23:00 hrs of Indian Standard Time**

NAME OF THE BIDDER
 (Please enter your Company name & address, contact person, email id and phone no. without fail) →

BID REFERENCE NUMBER
 (Please enter your Quotation ref. without fail) →

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
1	BRIDGE TYPE CMM	BRIDGE TYPE CO-ORDINATE MEASURING MACHINE	1	Number		
2	INTIAL SPARES	INTIAL SPARES	1	Set		
3	ANNUAL MAINTAINENCE	<p style="text-align: center;">AMC</p> The supplier should quote for Annual Maintenance Contract. Note: The cost of Machine along with cost of AMC will be considered for evaluation of L1 Bidder and Separate purchase order will be released for AMC after expiry of warranty period.	3	Year		

TECHNICAL BID

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
4	INSTALLATION & COMMISS	INSTALLATION & COMMISSIONING <i>(Please refer sl.no. 13 & 24 of Technical Compliance Matrix in details)</i>	1	Duration		
5	ESSENTIAL ACCESSORIES	ESSENTIAL ACCESSORIES	1	SET		
The supplier has to quote for all the above items and if no value is entered than it shall be considered that the cost is included in other price quoted. Say YES or NO →						
(Technical Compliance Matrix submitted or not) Say YES or NO →						
Pkg & Fwd Charges (if applicable) →						
Payment Term → 100% payment through RTGS/ECS/NEFT within 30 days after receipt, installation and acceptance at HAL. Loading factor as per the attached HAL format shall be considered while preparing Price Comparative Statement for bidders who have not agreed RFQ terms.						
Validity of the Quote: Minimum 180 Days Required →						
Delivery /Lead Time → Please mention in terms of weeks / months from the date of receipt of order.						

TECHNICAL BID

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
<p style="text-align: right;">WARRANTY →</p> <p>a) The equipment should be under a minimum warranty period of 2 years from the date of user acceptance against all the design, material or manufacturing defects.</p> <p>b) The machine should run for trouble free operation during warranty period, any failure of parts/spares to be replaced for free of cost with necessary service with in 48 hrs of information.</p>						

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
		* Please mention GST TAX in % (Mandatory for Indian Vendor) →				
		* Please mention GSTIN NUMBER (Mandatory for Indian Vendor) →				
		Please upload Bank details in ECS format authenticated by Bank along with the Tender→				
		<p align="center">Liquidated Damages :</p> <p>In the event of an order, we reserve the right to collect a sum of 0.5% per week (on basic cost only excluding taxes & duties, if such details are furnished separately in the bid submitted) of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. →</p>				
		<p align="center">Delivery Terms: (FOB/Ex-Works/ FCA /CIF / F.O.R LCA-Tejas HAL BANGALORE)→</p>				
		<p align="center">Security Deposit:</p> <p>i) The successful Bidders will be required to submit the Security Deposit equivalent to 5% of the total value excluding taxes (If taxes and duties quoted separately otherwise total order value quoted) of the order within 15 days of issuance of purchase order by way of Demand Draft or Bank Guarantee in a prescribed format of HAL from a scheduled Bank in India/Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period / last supply. Security Deposit will bear no interest. Bank Guarantee should be directly issued by Bank to HAL through Registered Post (Please refer Sl.No.29 of GENERAL CONDITION in details) (say Yes/No)→</p>				

TECHNICAL BID

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
<p style="text-align: center;">PERFORMANCE BANK GUARANTEE</p> <p>i) The successful Vendor shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value valid till end of the guarantee / warranty period from a scheduled bank in India / international repute (Foreign Bidders) in favour of HAL LCA-TEJAS DIVISION BANGALORE,</p> <p style="text-align: center;"><i>ii) In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer shall be summarily rejected.</i></p> <p style="text-align: center;">Bank Guarantee should be directly issued by Bank to HAL through Registered Post. (say Yes/No)→</p>						
<p style="text-align: center;">Earnest Money Deposit:</p> <p>(Applicable: Rs.3,00,000/- for Indian vendor, In case of Foreign bidder, EMD to be submitted in any freely Convertible currency of amount equivalent to the above EMD value.)</p> <p style="text-align: center;"><u>(To avail EMD exemption, vendor has to upload valid UAM certificate along with the Technical Bid</u> <u>(Submitted Yes/No)→</u></p>						
<p style="text-align: center;">Integrity Pact:</p> <p>The Bidder shall submit duly signed Integrity Pact in original, strictly as per the formats Omnibus IP or Standalone IP (whichever is applicable) without any deviation enclosed along with the RFQ. Bidders not complying with this are liable for rejection and their bids will not be considered for evaluation. The bidder is required to submit the signed pre-contract IP as part of technical bid.</p> <p style="text-align: center;">(Note: Original IP to be submitted before tender due date through courier/postal/by hand/to drop inside tender box located at material gate LCA-TD)</p> <p style="text-align: center;">(Submitted Yes/No)→</p>						

TECHNICAL BID

SL NO	PART NO	DESCRIPTION	REQD. QTY	UOM	HSN NUMBER	Vendor's Comments
<p style="text-align: right;">Withholding Tax:</p> <p>i) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the bidder on deduction of such amounts, if applicable.</p> <p>ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to enable the bidder to claim the benefit under DTAA.</p> <p>iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities. (Submitted Yes/No)→.</p>						
Remarks if any →						



General Conditions of Tender

1. Price :

A . Applicable to Indian Bidders.

The bidder is required to indicate prices against individual items.

- a) Price quoted should be on F.O.R. Destination basis, for delivery at HAL LCA-TEJAS Stores inclusive of all charges including transit insurance.
- b) Indian Bidder should quote in Indian Rupees and payment will be made in Indian Rupees

B . Applicable to Foreign Bidders.

- a) The bidder is required to indicate prices against individual items. Prices quoted should be in the currency of the country of supply or any other convertible foreign currency (to be specified by HAL in line with RBI / FEMA rules)
- b) HAL being manufacturers, bidders to indicate in the quotation manufacturers discount if any.
- c) Bidders to confirm that: (As applicable)
 - i. The prices quoted are the lowest export price and is the same as they would normally quote to Govt. Department.
 - ii. The price is in terms of the appropriate clause of the License Agreement. (Where License Agreement is in vogue).
- d) Price quoted should be net FOB / FCA, export packed / FAS Vessel with no extra charge whatsoever.
- e) (Optional Clause: Bidder should indicate separately cost of services rendered in India if any.)
- f) If, for special reasons, bidder prices are Ex-Works or F.O.B. plant, bidder must prepay inland Transportation's. Port dues and shipment charges up to F.O.B. vessel at port of shipment and claim this amount of actual along with the price of the goods through bank. Bidders' quotation should indicate clearly the extent of such charges.
- g) Preference will be given to firm prices. But quoted prices should be subject to variation, bidder is requested to give the following information:
 - i. The portion of the contract price which will be subject to such variation
 - ii. A breakdown of this variable figure into i) labour ii) materials
 - iii. An escalation formula linked to indices with a Cap should be given and escalation in price
- h) Established with supporting documents. Price variation may be considered only if it occurs within the contractual delivery period.

2. Taxes :

A) . Applicable to Indian Bidders.

- a) Goods & Service Tax (GST): Rate of Sales Tax or any other Tax chargeable should be clearly indicated in the offer / bid as inclusive in the price quoted or extra. If not indicated, HAL will assume that the rates quoted are inclusive of taxes.

B) . Applicable to Foreign Bidders.

- a) In respect of Foreign bidders, bidders has to bear all taxes, duties and levies payable in their country and HAL will bear all statutory levies, other than withholding tax and service tax, payable in India.
- b) Withholding Tax (If applicable appropriate clause needs to be included in the RFQ).
 - i) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the bidder on deduction of such amounts, if applicable.
 - ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to enable the bidder to claim the benefit under DTAA.
 - iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.

3. Quantity :

- i. The quotation must be in the unit in which the quantity is indicated in the enquiry. If it is otherwise, conversion data must be furnished.
- ii. HAL reserves the right to order quantity less than indicated in the enquiry /quoted for by bidder, at the prices quoted, without any reference to the bidder.

4. Validity of the Quotation :

Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 180 days from the closing date of enquiry and the materials of offered should be kept under provisional reservation for this quotation.

5. Tender Due Date :

The due date for submission of quote is as mentioned in the first page of RFQ document.

- 6. **Submission of Tender : i)** Request you to submit your lowest quotations through e-portal at www.eproc.hal-india.com, within the specified due date & time on or before the closing date by 23.00 hrs (Indian Standard Time). Tenders received after due date and time shall not be opened and shall not be considered. Bid received through HAL e-portal would only be accepted and submission of quotation through any other mode is not acceptable.

ii) If is a Two Bid System - In this system, the firms are requested to give two separate offers, both the offers will be exactly the same except the offer Annexure-1 will have all

prices/rates/values blanked out and will be called Technical Bid . The offer Annexure-2 will be Commercial or Complete Bid including the prices.

iii) If is a single Bid System: The firms are requested to give the offer as per the format Annexure-2 will be Commercial or Complete Bid including the prices. In order to maintain the standardization, you are requested to offer for the same details in Annexure-2 Commercial / Complete Bid.

Price details entered in technical bid is liable for rejection.

In order to maintain the standardization, you are requested to offer for the same details in Annexure-1 Technical Bid & Annexure-2 Commercial / Complete Bid.

Note: Prices should be filled only in Annexure-2 (Price/Commercial/Complete-Bid). Vendors should not upload/attach any extra documents containing prices with the tender and if found such tenders will be liable for rejection.

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

v) Submitting only one bid with rates and technical details as a single bid will be rejected.

7. **Late Tender :** a) Bid received after the due date and time specified in the tender shall be considered as late tender and will not be considered.
- b) HAL will not be responsible for loss or delay in receipt of tender documents / tender in transit.
- c) HAL will not be responsible for inability of vendor to upload the tender documents in eProcurement.
- d) HAL reserves the right to reject late or incomplete tender.
8. **Opening of Tender: i)** Tender will be opened on as mentioned in the RFQ document. Bidders or their authorized reps who are desirous to attend the tender opening may forward written confirmation with name of authorized person and designation prior to tender opening. This clause is not applicable for RFQ hosted in E Portal.
- ii)** During tender opening only the important particulars like price, payment and delivery terms will be read out.
9. **Tender Evaluation: i)** The tender will be evaluated on package-wise if mentioned in special notes otherwise line item basis by default.
- ii)** Bid with lowest price conforming to the specification will be considered for placement of order.
- iii)** In addition to price any other criteria if to be adopted the most advantageous bid ascertained on the basis of criteria specified in the enclosure will be considered if specified in special notes or specification etc.
- iv)** If the bidder considers that tendered quantity is small, the bidder may quote for Minimum Ordering Quantity (MoQ). Commercial evaluation in this case will be done on MoQ x unit price, if MOQ offer beyond 20% of RFQ quantity.
- v)** If two or more bidders quote the same price, HAL reserves the right to seek revised offer from the same bidders and placing order on revised L-1 offer. If same situation prevails then HAL reserve the right to place order on any of them.

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

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

viii) Applicability of the Taxes (Sales Tax, Excise duty, Octroi etc) should be explicitly indicated by the bidder in his response either in percentage or in absolute terms. In the absence of this input the offer would be considered all inclusive.

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

10. Others

- a) Manufacturer's name and country of origin of the materials offered must be clearly specified. Complete details and illustrated literature must accompany all quotations.
- b) Vendors should clearly indicate similar equipment supplied on global basis to Aircraft manufacturing industry, to any Division of HAL and other reputed/Govt customers and anywhere in India with customers' full address, telephone/telefax No., P.O. No., value and year of supply's / Phytosanitary regulation Charges in the unit quoted price if any. (Otherwise indicate separately charges for each item) '
- c) Quotation should be free from correction, over-writing, using correcting fluid etc.
- d) All drawings (photo/sketches) sent by HAL should be returned with quotations, if bidder is unable to quote HAL drawings/photos/sketches should also be returned immediately along with regret letter.
- e) 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.
- f) Vendor shall not be entitled without HAL consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.

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

12. **Liquidated Damages**: In the event of an order, we reserve the right to collect a sum of 0.5% per week of delay, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. In case of non-acceptance of LD, loading factor to the extent of 2% shall be considered while preparing Price Comparative statement for bidder who has not agreed to our liquidated damage clause as specified in the tender.

13. **Delivery**: Deliveries quoted should be firm.

14. **Inspection** : As per special terms / Specification / Notes

15. **Terms of Payment** for procurement of goods / one time Service For procurement of goods / one time Service (Not applicable for procurement of services): In the event of an order, 100% payment will be made within 30 days after inspection and acceptance at our Stores, by RTGS or any other latest Electronic Payment remittance mode. For procurement of

services (AMC) (Not applicable for procurement of Goods): In the event of an order, payment will be made quarterly within 30 days after certification of user department / maintenance department, by RTGS or any other latest Electronic Payment remittance mode. For overseas vendors (Not applicable indigenized vendors):

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

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

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

16. Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of HAL and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions (Enclosed).
17. When counter terms and conditions have been offered by a tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.
18. Any terms & conditions which has not been the part of the bid or Purchase Order, if put forward in subsequent correspondence, shall not be considered by HAL.
19. Disregard of any instructions, may result in your offer being ignored.
20. Canvassing by tender form, including unsolicited letter on tender submitted or post tender corrections shall render their tenderers liable for rejection.
21. **BRIBES AND GIFTS:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the contractor may incur, subject the contractor to the cancellation of this and all other contracts with HAL and also to payment of any loss or damage resulting from any such cancellation under clauses-8 and 10 thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.
22. **CONFIDENTIALITY:** The Supplier shall hold confidential technical data and information supplied by the Purchaser or on behalf of the Purchaser and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the Purchaser. The Purchaser shall hold confidential technical data and information supplied by the Supplier or on behalf of the Supplier and shall not reproduce any such technical data or information or divulge the same to any third party without prior written consent of the Supplier except as far as may be necessary for either party to carry

out its obligations under this Contract. In the development orders, where technical inputs/assistance is provided to the vendors, the Intellectual Proprietary Rights (IPR) will rest with HAL. Vendor will not directly deal with HALs' customer for these items subject to these terms and conditions. These terms and conditions (Enclosed).

23. **Export License (Applicable to foreign):** Vendors should categorically confirm the availability of export license from their government for exporting the system. Vendor shall be required to obtain and maintain all Export/Import licences and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export licence shall be entire responsibility of the vendor.
24. **Settlement of Disputes and Arbitration:** All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of ICA/ICADR.
25. **Immunity to Government of India:** It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.
26. **Fall Clause: a)** The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.
b). If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Hindustan Aeronautics Limited and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.
27. HAL conditions of contract will govern any resultant order arising out of the enquiry and bidders quotation will be subject to the said conditions.
28. Bidder is required to send REGRET REPLY, in case the subject item is not covered in bidder's range of products.
29. **Security Deposit:**
 - a) The successful vendor, shall have to deposit 5% of the value of the order as Security Deposit within 15 days of receipt of the purchase order, by demand draft or bank guarantee in a prescribed format of H.A.L. from a schedule bank in India/International repute (Foreign Bidders) valid up to 60 days after the completion of contract period/last supply. This Security Deposit will bear no interest and will be returned only after the contract is completed to the

entire satisfaction of H.A.L. Bank Guarantee should be directly issued by Bank to HAL through Registered Post:

Integrated Material Management
LCA-Tejas Division, PB NO.3791
Hindustan Aeronautics Limited
Near Yemlur Road, Marathahalli Post,
Bangalore – 560037, India
Ph : 91 80 2232 3625, 080-2232 3594, www.hal-india.com

- b) No claim will be entertained against HAL either in respect of interest, if any due on the security deposit or depreciation in value.
- c) In case the supply order / contract is not executed to the entire satisfaction of HAL the Security Deposit will be forfeited besides initiation of risk purchase action. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the vendor settles all claims and complete such obligations.
- d) Loading factor of 5% shall be considered while preparing Price Comparative Statement for bidders who have not agreed for submission of Security Deposit.

30. PERFORMANCE BANK GUARANTEE

The successful Vendor shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value valid till end of the guarantee / warranty period from a scheduled bank in India / international repute (Foreign Bidders) in favour of **HAL LCA-TEJAS DIVISION BANGALORE**, Bank Guarantee should be directly issued by Bank to HAL through Registered Post.

31. Earnest Money Deposit: *(Applicable: Rs.3,00,000/- for Indian vendor, In case of Foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD value.):*

- a) EMD for a value as mentioned in RFQ document to be submitted in the form of DD/Banker's Cheque/Pay Order/Bank Guarantee of Scheduled Bank of India / Bank of international repute (for Foreign vendors). EMD should be in favour of HAL LCA-TEJAS DIVISION BANGALORE and valid for 28 days beyond the validity of the bid. EMD can be sent through SWIFT / Wire Transfer to HAL Account No.30402323910. SBI Bank. IFSC Code: SBIN0001114. Income Tax PAN No. AAACH3641R, TAN No. BLRHO3837B. Vendor should send original DD through Postal/Courier to the below address (as mentioned in SI no.12) before tender due date, DD received after due date will not be considered and Quotation shall be summarily rejected. In case of RTGS / Swift / Wire transfer, Transaction Code should be indicated along with the technical bid. The technical bid will be accepted only after confirmation of receipt of EMD in time.
- b) Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form in original shall be summarily rejected.
- c) EMD will not carry any interest for the period it is retained with HAL. EMD will be forfeited if a bidder withdraws amends, impairs and / or derogates within validity period.
- d) Bidders exempted from submission of EMD as per Govt. of India directives must submit certified copy of Govt. of India authority for such exemption in lieu of EMD.
- e) The EMD shall be refunded to the unsuccessful bidder within 15 working days in various stages of disqualification of the bid i.e., tender open stage, prequalification/technical evaluation stage and identification of L-1 Stage.
- f) Please provide RTGS/BANK details for returning of EMD's along with the quote.
- g) MSME vendor should submit UAM (udyog Aadhar Memorandum) certificate along with the technical bid to avail exemption for EMD. No other documents are acceptable.

32. Integrity Pact:

- i) The Bidder shall submit duly signed Integrity Pact in original, strictly as per the formats Omnibus IP or Standalone IP (whichever is applicable) without any deviation enclosed along with the RFQ. Bidders not complying with this are liable for rejection and their bids will not be considered for evaluation. The bidder is required to submit the signed pre-contract IP as part of technical bid.
- ii) The sellers I bidders given option for accepting and signing either Omnibus IP format or Standalone IP format. Both Standalone IP & Omnibus IP formats enclosed along with the RFQs. The bidders can select either Standalone IP or Omnibus IP for signing with HAL.
- iii) In case the vendor had already signed Omnibus IP with any Divisions of HAL and the same is valid and they can enclose a copy of the same against this tender, instead of signing fresh Integrity Pact, by providing the details such as date of signing, validity, Division, etc.
- iv) Omnibus IP & Standalone IP are applicable to the individual entity / firm who has signed the IP. These IP will not be made applicable for the other companies of that group or as a group companies. Each individual entity / firm should sign separate IP.

33. Agents / Agency Commission: 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.

Tapash Ghose
Dy. General Manager (IMM)
For Hindustan Aeronautics Ltd.
