



Tender No. : TA20-86550/1

Date: 24.04.2018

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

Sub : Request for Quotation(RFQ) for supply of Fluid Forming Cell Press

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: Fluid Forming Cell Press

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 within 30 days after receipt, installation and acceptance at HAL.
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 ie., 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.

		HINDUSTAN AERONAUTICS LIMITED LCA - TEJAS DIVISION, POST BAG - 3791, Marathahalli Post (Near Yemlur Road) Bangalore 560037 INDIA			https://eproc.hal-india.com	
Tender No.: TA20-86550/1						
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	FLUID FORMING CEL	FLUID FORMING CELL PRESS	1	Number		
2	FLUID FORMING CEL 01	INTIAL SPARES	1	Set		
3	FLUID FORMING CEL 02	AMC (Refer Sl.No. 18 of Technical compliance matrix in details). 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	FLUID FORMING CEL 03	INSTALLATION & COMMISIONING <i>(Please refer sl.no. 15 of Technical Compliance Matrix in details)</i>	1	Duration		
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.						
WARRANTY → Warranty shall be 24 months after the successful commissioning of machine at HAL. During warranty period machine shall be repaired free of cost (including spares, any to & fro freight/insurance, services etc..) Supplier shall attend to warranty calls within 48 hours of notice.						

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 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>				
		Delivery Terms: (FOB/Ex-Works/ FCA /CIF / F.O.R LCA-Tejas HAL BANGALORE)→				
		<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. Bank Guarantee should be directly issued by Bank to HAL through Registered Post (Please refer SI.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;"><i>(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)</i></p> <p style="text-align: center;"><u>(Submitted Yes/No)→</u></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: center;"><u>(Submitted Yes/No)→.</u></p>						
<p style="text-align: center;">Remarks if any→</p>						

		HINDUSTAN AERONAUTICS LIMITED LCA - TEJAS DIVISION, POST BAG - 3791, Marathahalli (Near Yemlur Road) Bangalore 560037 INDIA				https://eproc.hal-india.com				
Tender No.: TA20-86550/1										
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	FLUID FORMING CEL	FLUID FORMING CELL PRESS	1	Number			-			
2	FLUID FORMING CEL 01	INTIAL SPARES	1	Set			-			
3	FLUID FORMING CEL 02	AMC (Refer Sl.No. 18 of Technical compliance matrix in details). The supplier should quote for Annual Maintenance Contract. <u>AMC charges per year to be mentioned in Unit Price column</u> 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			-			
4	FLUID FORMING CEL 03	INSTALLATION & COMMISIONING <i>(Please refer sl.no. 15 of Technical Compliance Matrix in details)</i>	1	Duration			-			

Tender No.: TA20-86550/1	
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 → Warranty shall be 24 months after the successful commissioning of machine at HAL. During warranty period machine shall be repaired free of cost (including spares, any to & fro freight/insurance, services etc..) Supplier shall attend to warranty calls within 48 hours of notice.	
* 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.: TA20-86550/1	
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;">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>	
<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.) <u>(To avail EMD exemption, vendor has to upload valid UAM certificate along with the Technical Bid</u> <i>(Submitted Yes/No)→</i></p>	

Tender No.: TA20-86550/1	
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;">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: 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→	

	<u>Technical specification of Fluid Forming Cell Press</u> <u>TA20-86550/1</u>	Vendor Name	
Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
1	Press Description & operation:		
a	The Machine will be used mainly for Sheet metal Forming on Aluminium Alloy Plate & Stainless steel & steel alloy plates. In short to medium series components. The Press should be designed according to standard Boiler & pressure vessel code or standard pressure equipment directive. The Press to be generally installed in Shop floor & should be at the convenient working height for an operator with all necessary safety. The fluid forming process should consist of universal flexible diaphragm, which should hydrostatically backed by pressure fluid, force the blank to assume the shape of rigid tool half.	Essential	
b	The tray movement and diaphragm exchange system should be hydraulically powered. The hydraulic valves should be distributed and positioned closed to the actuators.	Essential	
2	Function: The high pressure system should Pressurize - Hold – Decompress the cylinder frame. The Multi- stroke pressure intensifier should be used to build up the pressure.	Essential	
3	Hydraulic System:-		
a	The tray movement and diaphragm exchange system should be hydraulically powered.	Essential	
b	The hydraulic valves should be distributed and positioned closed to the actuators.	Essential	
c	The press should work in Bangalore- India.Ambient temperature of 10- 50 Deg centigrade	Essential	
4	Important Technical Data for the press should be as follows:-		
a	Pressure Build & operated for continuous duty cycle: Min: 650 bar	Essential	
b	No. of Tray loading Stations: One	Essential	
c	Option for addition of section Tray with out modification of basic structure of machine	Desirable	
d	Usable Tray Area :Min. 830mmX2000mm	Essential	

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
e	Tray should capable to accomodate tool height Min. 200mm	Essential	
f	Tray should capable to accomodate filler plate of 50 mm.	Essential	
g	Foot print for the machine to be provide by the supplier	Essential	
h	Chilling and Heating System to be provided in the machine in addition to the inbuilt coolers for cooling and heating of compressed Hydraulic oil for continous running of machine for three shifts (min 16 hours per day) .	Essential	
i	Required Water Consumption to be indicated.	Essential	
j	Compressed Air of 6 bar will be provided by the HAL. In case of more capacity of air requirement, supplier has to provide suitable compressor.	Essential	
k	Full capacity first fill of hydraulic oil and consumables has to be provided by the supplier along with the machine.	Essential	
l	Specification of the hydraulic oil to be provided.	Essential	
m	Supplier should supply the additional filler plate qty 4 No.	Essential	
n	Sound Level: The press should have noise level below 85 dB (A)+/- 5 dB at the operator's station.	Essential	
5	Pressure pump system :-		
a	Pressure of Pre-filling pump: Minimum 0.5 Mpa	Essential	
b	Pressure of Direct pump: Minimum 25Mpa	Essential	
c	The pressure media system should prefill and drains the cylinder frame. It should power the intensifiers low pressure side with oil, in addition it should also to holds and contains the pressure media.	Essential	
d	The Filtering and cooling loop should be separate from the main system.	Essential	

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
e	The pressure media system also should consist of hydraulic system with an automatic control function to regulate the oil temperature in the tank. The flow of cooling water should be monitored and operated with the help of the sensors.	Essential	
f	Filters should be of the bypass type and are to be equipped with indicators.	Essential	
6	Tray Loading Stations		
a	Tray shall be driven by a chain drive that assures precise movement and smooth acceleration/deceleration of the tray.	Essential	
b	Tray loading station may be equipped with an automatic tray pad roll-up device to roll up the tray pad when the tray is moved out of the press. The tray loading stations shall be independent of each other, in case of two trays.	Essential	
c	Different pressures can be set for each tray, and it should be possible to work with different tray depths in the two trays by the use of the filler plates.	Essential	
7	Diaphragm		
a	The diaphragm exchange system should consist of a hydraulic system to move and lift the parts inside the cylinder frame and a trolley to move the fluid cell unit and the two side rails out of the cylinder frame. One tray trolley is to be used to move the tray away from the tray station.	Essential	
b	Diaphragm Material should have min life of 20,000 to 25,000 cycles. The rubber diaphragm should be repairable by vulcanization in case it is accidentally pierced by a sharp object.	Essential	
8	Kit for repairing rubber diaphragms:		
	One kit for repairing rubber diaphragms: The vulcanization kit should consist of hand tools, chemicals, raw rubber and heating elements. The repair procedure is to be provided in form of manual.	Essential	
9	Control System		
a	Make:Siemens/ Fanuc/Allen Bradley	Essential	
b	Operative System: Latest Windows PC based operating system	Essential	
c	Control Panel:	Essential	
	· Should be a flat colour touch screen Size: Min.14 inch where process parameters can be entered, monitored and receive information about the process.	Essential	
	· The operator should be able to input the parameters, monitor and control the system.	Essential	
	· Alarm system to be provided for machine	Essential	

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
	· Interlocking functions for minimizing the errors.	Essential	
10	Electrical Power Supply:		
a	The electrical insulations should be fully tropicalised and electric system should be suitable for operation on 415 ± 10% Volt, 3 Phase, 50± 3 Hz, AC supply. In case of any other input supply requirement, supplier has to provide suitable equipment.	Essential	
b	Electrical Control panels to be confirmed to CE norms. Air Conditioning unit should be provided for the electrical cabinet.	Essential	
c	Electrical earthing required for the machine to be provided by the supplier.	Essential	
d	metallic labels to be provided on all sensor and motor.	Essential	
e	The enclosures and independently mounted components should be as per IP54 or better. Safety functions should be working independent of the PLC.	Essential	
11	Systems Safety		
	The press should be designed with functions for personnel safety and equipment protection as follows:	Essential	
a	Over Pressure protection device combined with automatic pressure decompression Emergency Stop Device	Essential	
b	Emergency decompression valve Fluid level measuring system in tanks for maximum and minimum alarms	Essential	
c	Fluid temperature control system	Essential	
d	Electrical overload control of all motors	Essential	
e	Programmable controller failure registration	Essential	
f	If a power failure or an emergency stop occurs during a press cycle the press should be stopped and automatically decompressed.	Essential	
g	Any other system required for safe operation of the machine to be provided by the supplier.	Essential	
12	Spares		
a	A kit of spares for maintenance of the machine and control system for a daily three shift operation, for a period of One year shall be quoted.	Essential	

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
b	The supplier should ensure continued supply of spares and service throughout the useful life of the machine (minimum 10 years).	Essential	
13	Quality Assurance and Acceptance test		
	To verify design specifications and for quality management systems, the press should be rigorously tested during the manufacturing process according to ISO 9001:2000 as per the latest standard. The hydrostatic pressure test, 1.2 to 1.3 times the maximum operating pressure according to CE requirements should be conducted during acceptance test at supplier's place .The final acceptance test should be conducted after installation and commissioning at the HAL to validate the press specification. The test should comprise of the following:	Essential	
a	Verification of the press installation and assembly dimensions according to the inspection plan.	Essential	
b	Running of the press to maximum operating pressure and verification of seal functions.	Essential	
c	Three consecutive cycles run to maximum operating pressure without stopping alarms.	Essential	
d	Verification of press cycle time for an auto cycle to maximum operating pressure as specified in the Technical details above.	Essential	
14	Documentation		
	Three sets of following documents in English both in hard copy and soft copy should be supplied along with the machine.	Essential	
a	Operation manual	Essential	
b	Setting/ Instruction Manual	Essential	
c	Maintenance & Repair Manual with ordering information of spares.	Essential	
d	Spare parts manual for Mechanical, Electrical & Electronics	Essential	
e	Electrical & Electronic circuit drawings for control system, DC/AC drives and interface for component level trouble shooting	Essential	
f	Machine test charts	Essential	
g	Calibration certificate for all measurable items with calibrating procedure/sources / periodicity for all the gauges and instruments used in the machine.	Essential	

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
h	Preventive maintenance check list, trouble shooting charts and guidelines	Essential	
i	Printouts of Ladder Diagram of the machine, machine data, special sub-routines etc	Desirable	
j	The rubber diaphragm repair technology manual.	Essential	
k	Machine diagram indicating all the service items for easy understanding of the location.	Essential	
15	Installation		
a	The commissioning shall be completed by Supplier at HAL site (including foundation) within 3 months after receiving of machine at HAL. Supplier has to make the required foundation for the machine.	Essential	
b	Vendor shall provide foundation drawing and all related details in Technical Bid.	Essential	
c	Necessary calibration should be carried out after commissioning and the results have to be checked against acceptance norms. It should include necessary alignment and functional check.	Essential	
d	The machine will be accepted after satisfactory commissioning, machine start up, tests schedules and prove out on standard test piece.	Essential	
16	References		
	The supplier should have previous experience in manufacturing Fluid Cell presses and should furnish references of at least 2 Customers in world with contact details.HAL reserve the right to verify the same.In case any discrepancy ,technical bid will not be consider for technical evaluation.	Essential	
17	Warranty		
	Warranty shall be 24 months after the successful commissioning of machine at HAL. During warranty period machine shall be repaired free of cost (including spares, any to & fro freight/insurance,services etc..) Supplier shall attend to warranty calls within 48 hours of notice.	Essential	
18	Annual Maintenance Contract (AMC)		
a	Annual Maintenance contract: Supplier should quote separately for 3 Years of AMC after expiry of the warranty period. AMC cost will be considered for commercial evaluation.	Essential	
b	HAL may exercise the option for placement of AMC order after the warranty period.	Essential	
19	Training:		

Sl.No.	SPECIFICATIONS	Essential/ Desirable	VENDOR COMMENTS
	Training should be provided at HAL site during commissioning for a period of two weeks in the following areas:	Essential	
a	Operation of the standard machine	Essential	
b	Production process	Essential	
c	Programming	Essential	
d	Flex form process training may be offered ranging from basic Flex form process training for operators to comprehensive detailed training intended for tool designers including computer process simulation. The supplier should be able to offer the package in the following forms:	Essential	
e	Electrical, Mechanical & Electronic maintenance	Essential	
20	Make and model no. has to be provided	Essential	
21	List of Deliverables:		
a	Fluid forming Cell Press	Essential	
b	Machine Control System	Essential	
c	Kit for repairing rubber diaphragms	Essential	
d	Spares for Two years of operation during warranty	Essential	
e	spare filler plate to be supplied - 4 nos	Essential	
f	Documentation and Drawings	Essential	



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 / 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.
