



HINDUSTAN AERONAUTICS LIMITED
Aero Engine Research and Design Centre, IMM
(Formerly Known as E&TBR&DC)
P.B.No.9310, Old Madras Road
C.V.Raman Nagar
Bangalore-560 093, INDIA
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**INVITATION TO OPEN TENDER
(TWO BID SYSTEM)**

Tender No. D/AE/19/74/71/1010

Dear Sir/Madam,

Please submit your quotation (Technical & Commercial bids) online at HAL E-Procurement Portal www.eproc.hal-india.co.in for the following items.

Item No.	Part No. /Specification	Quantity Required	Delivery Required
1	Data Acquisition System as per EDT-3160	4 Sets	Within 3 months from the date of receipt of purchase order.

**Yours Faithfully,
For Hindustan Aeronautics Limited,**

**-Sd/-
(Sharad S Beedkar)
Dy. General Manager (IMM)-AERDC**

Enclosures:

- 1) Technical Specification (EDT-3160)
- 2) Enclosure-I---- Loading Factors Details
- 3) Enclosure-II---Purchase Preference Policy
- 4) Enclosure-III-- Format of Bank Guarantee for Earnest Money Deposit (EMD)
- 5) Enclosure-IV-- Format of Bank Guarantee for Security Deposit (SD)
- 6) Enclosure-V--- Format of Bank Guarantee for Performance Bank Guarantee (PBG)
- 7) Technical Compliance Matrix
- 8) Commercial Checklist
- 9) Price Bid

Earnest Money Deposit (EMD)

An EMD amount of **Rs.1,75,000.00** (Indian Rupees One Lakh Seventy Five Thousand only) for Indian vendor or **USD 3500** for foreign vendor in form of original documents i.e. demand draft /banker cheque /Pay order drawn in favour of HAL AERDC payable at Bangalore or Bank Guarantee is to be submitted by participating vendor only. EMD should be submitted in the specified format as per Enclosure-III. The offers not accompanied with requisite amount of EMD or EMD not submitted in the specified format shall be summarily rejected.

i) The form in which EMD shall be acceptable (DD/Bankers Cheque/Pay order/Bank Guarantee). In case, EMD has been specified to be deposited in DD only, no other form of EMD should be accepted. In case EMD is specified as Bank Guarantee, the same is to be submitted in the form of irrevocable Bank Guarantee from the Scheduled Banks (or, in case of foreign suppliers, from Bank of International Repute) valid for 28 days beyond the validity of the Bid. The EMD can also be paid through WIRE / SWIFT transfer, the proof of which shall accompany the bidder's offer.

ii) EMD needs to be submitted by participating bidder. However, the EMD remittance document, either in Indian currency or any other convertible currency of the specified amount, can be arranged by the Indian subsidiary/branch office in India of a foreign bidder which shall be submitted along with a certificate confirming the relationship of subsidiary/branch office in the bidder's offer. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form shall be summarily rejected.

iii) That in case of two Bid system, EMD should be submitted along with Technical Bid/ Offer. EMD in original form will only be acceptable. Copies of EMD documents/instruments in Technical Bid not acceptable

iv) In case technical bid does not contain original instrument towards EMD, offer will be considered as unresponsive and rejected.

v) That, Vendors exempted from submission of EMD as per Govt. of India directives must submit certified copy of GOI's authority for such exemption in lieu of EMD.

vi) EMD will not carry any interest for the period it is retained with HAL EMD shall be forfeited if a tenderer withdraws, amends, impairs, and/or derogates from tender within validity.

vii) The Bidders should indicate the reference & details of submission of EMD in their technical offer. In case of e-tender, the EMD in the form of hard copy in original to be sent by post/ courier /personal delivery to reach the concerned Division prior to the scheduled closing time for the tender. The copy of such documents/office should attach in the technical bid of the e-tender. In case the EMD document does not reach tender issuing authority by the time of closing of the tender, the offer will not be considered for evaluation. In case WIRE/SWIFT transfers the transaction code is to be mentioned in the technical bid.

“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, pre-qualification / technical evaluation stage and identification of L-1 stage.”

EMD document / instruments at later date is not acceptable. Without EMD ((subject to provision on point-v), bid would be considered as unresponsive and rejected.

Submission of EMD (Earnest Money Deposit):

The Original EMD in hard copy (in form of Bank Draft/Banker Cheque/ Pay order/ Bank Guarantee as applicable) / certified copy of GOI's authority for exemption in lieu of EMD (applicable for vendors exempted from submission of EMD as per Govt. of India directives) should be kept in separate envelope (superscripted with tender number & due date) along with covering letter and should reach us on or before the tender due date and time specified in tender (**Address: Senior Manager (IMM), AERO ENGINE RESEARCH AND DESIGN CENTRE, Hindustan Aeronautics Limited, P.B. No.9310, Old Madras Road, C.V. Raman Nagar Post, Bangalore – 560093** or alternatively the sealed cover containing the only EMD/ certified copy of GOI's authority for exemption in lieu of EMD should be dropped in the tender box (of Aeroengine Research and Design Centre) kept at Reception (Admin Gate of AERDC & Engine division)). HAL will not be responsible for any transit/postal delay or delay due to any other reasons in receipt of original form of EMD. A copy of EMD document/ certified copy of GOI's authority for exemption in lieu of EMD may also be scanned and attached with your **technical bid, which has to be submitted online through e-Procurement portal.**

Loading Factors Details

(If required for evaluation appropriately to be included in the tender documents)

PROPOSED FACTORS FOR LOADING IN COMPARATIVE PRICE STATEMENT

ITEM	WEIGHTAGE FACTOR	AMOUNT TO BE ADDED ON BASIC PRICE		REMARK
BASIC PRICE	ACTUALS			
(DT FACTOR) DELIVERY TERM(FOR HAL)	ACTUALS	Q* a/100+ Q* a/100=0.03*Q (EX-WORKS (INLAND) QUOTED WITHOUT PACKING)	Q*0.5/100+ Q*1.5/100+Q*1.5/100=0.045 *Q (EX-WORKS (FOREIGN) QUOTED WITHOUT PACKING)	a % OF QUOTED PRICE CONSIDERED AS PACKING CHARGE. FACTOR TO BE REDUCED IF PACKING IS QUOTED
(PT FACTOR) PAYMENT TERM 100% WITHIN 30 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL	2%	((X/100)*Q*R/12)*0.02 (X% AGAINST DELIVERY)	((X/100)*Q*R/12)*0.02+ (%BC OR LC/100*(X/100)*Q (X% AGAINST DELIVERY THROUGH BANK/LC/SIGHT DRAFT)	[(Y/100)*Q*((R+2)/12)*T]*.02+((X/100)*Q*R/12)*0.02+ (%BC OR LC)/100*((X+Y)/100)*Q (Y% ADVANCE+ X%AGAINST DELIVERY)
(DL FACTOR) DELIVERY LEAD TIME (AS PER RFQ)	1%	Q*(TQ-TR)*0.01/12		
(L.D. FACTOR) (L.D. @ 0.5% PER WEEK OF DELAY MAXIMUM UPTO 10% OF PO VALUE)	2%	0.02(10- L)*Q/10		
(SD FACTOR) SBG (5% OF PO VALUE VALID UPTO 60 DAYS FROM LAST DELIVERY)	5% of quoted value	5% OF QUOTED VALUE (SBG NOT AGREED)		
WA FACTOR (WARRANTY)	2%	0.02*Q*(WR-WO)/12		

Abbreviations		Note:
QUOTED PRICE	Q	1) MONTHLY PLR/ LIBOR RATE TO BE CONFIRMED BY DIVISIONAL FINANCE.
PLR/LIBOR PER ANNUM	R	
AMOUNT TO BE PAID AGAINST DELIVERY	X	2). BANK CHARGES/LC CHARGES TO BE CONFIRMED BY DIVISIONAL FINANCE.
AMOUNT TO PAID IN ADVANCE	Y	
DELIVERY TIME IN MONTHS AS PER PO	T	
MAXIMUM RATE OF LD AGREED	L	
DELIVERY REQUIRED AS PER RFQ	TR	
DELIVERY QUOTED	TQ	
WARRANTY IN MONTHS AS PER RFQ	WR	
WARRANTY OFFERED IN MONTHS	WQ	
% BANK CHARGES	BC	
% LC CHARGES	LC	



Appendix-AAdditional Terms & conditions

(to be enclosed where the tenders to be issued with Purchase Preference clause)

In line with Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India & with a view to support the Indian industries by way of providing Purchase Preference, HAL has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in this tender subject to the following terms & conditions:

Note:

The subject item falls under _____ category (indicate divisible/ indivisible).

1. 'Local Supplier' means a supplier (manufacturer, not a trader) or service provider whose product or service offered for procurement meets the minimum "local content" requirement of 50%.
2. 'Local content' means the amount of value added in India (i.e., indigenous items/services added in the offered products/services) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
3. The margin of Purchase Preference shall be upto 20%.
4. 'Margin of purchase preference' means the maximum extent to which the price quoted by the bidder above the L1 (landed cost).
5. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
6. Purchase Preference:
 - A. Goods are divisible in nature (required quantity greater than 1 or not a package basis or not Aircraft LRUs):
 - i. If L1 is from a local supplier, the order/contract for full quantity shall be awarded to L1 bidder.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such local

supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the local suppliers within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.
- iv. In case no offers received from local supplier or none of the local supplier falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.
- v. In case L1 bidder (not a local supplier) is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such local supplier for full quantity subject to matching the L1 price.
- vi. Regarding MSEs (Indian vendors):

The following additional aspect as indicated below would be applicable for procurement which falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering.

- If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 20% of tendered quantity, the balance quantity will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy.
- In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

B. Goods are not divisible (required quantity is 1 or as a package or Aircraft LRUs in case of goods) and services:

- i. If L1 is from a local supplier the contract will be awarded to L1 bidder.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the local suppliers within the margin of purchase preference agree to match the L1 price then the order/contract shall be awarded to the original L1 Bidder.
7. Aircraft LRUs are considered as "in-divisible" category of goods. In line with this, the order for development of Aircraft LRUs, identification of LRUs for Aircraft will be placed on local supplier, within the margin of purchase preference, for 100% RFQ's requirement, after matching the L1 price (or) on L1 vendor, if the local supplier not agreed to match the L1 price.
8. Technically acceptable offers only will be considered for purchase preference.
9. The local supplier should provide a "Self Certification" along with offer indicating that the item offered meets the minimum local content of 50% and provide the details of the location(s) at which the local value addition is made.
10. In cases the quoted price is in excess of Rs.10 Crs (including duties, taxes and freight & Insurance), the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.
11. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
12. The ink-signed certificate shall be provided on vendor's letter head along with the offer (in case of online tender, copy of ink-signed certificate can be considered subject to receipt of original certificate within 15 days of due date of tender). In case of non-submission of certificate, the purchase preference shall not apply.
13. On similar line for Rs.10 Crs. & above, the ink-signed certificate provided by the concerned authority as brought-out above need to be enclosed.
14. In case of a complaint received from any Vendor indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5 Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is

upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

15. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.
16. Further, in case the violation/false declaration established, in such case, a penalty amount upto 2% value of the each order will be deducted on such defaulted bidders.



ANNEXURE - 23 E

Format of Bank Guarantee towards Earnest Money

1. In consideration of the HIDUSTAN AERONAUTICS LIMITED _____ Division (hereinafter called as "HAL") on the first part and M/s _____ of _____ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal for procurement of _____
2. We _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to HAL on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid upto a period _____. It will, however, be open to HAL to return the Guarantee earlier than this period to the Bidder(s), in case the Bidder (s) does not/do not qualify for the negotiation by the Price Negotiation Committee (PNC) as constituted by HAL.
3. In the event of the Bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiation or during validity of offer, as the case may be, the Guarantee deposited by the Bidder stands forfeited to HAL. We also undertake not to revoke this guarantee during this period except with the previous consent of HAL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

No interest shall be payable by HAL to the Bidder (s) on the guarantee for the period of its currency.

Dated this _____ day of _____ 20

For the Bank of _____

(Agent /Manager)

Format of Bank Guarantee for Security Deposit

1. In consideration of the HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") having agreed to exempt _____ [hereinafter called "the said Contractor/Supplier(s)"] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement"/ said Contract/ said Order), made _____ between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfilment by the said Contractor/Supplier(s) of the terms and conditions contained in the said Agreement/ Contract/ Order, on production of a bank Guarantee for _____ (indicate the amount in Rs / Foreign Currency) (_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by HAL by reason of any breach by the said Contractor/supplier(s) of any of the terms or conditions contained in the said Agreement/ Contract/ Order.

2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HAL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said Agreement/ Contract/ Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency)

3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, Our liability under this guarantee being absolute and unequivocal.

4. We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/ Contract/ Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contact/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of

ANNEXURE - 02

HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.

6. The validity of Bank Guarantee shall be upto..... (dd/mm/yy) and such date shall be 60 days after the last delivery/Services against the contract. The Bank Guarantee shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement/contact/order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/contact/order have been fully and properly carried out by the said contractor(s)/supplier and accordingly discharges this guarantee.
7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
8. Dated the _____ day of _____ for _____
(indicate the name of the Bank)

FORMAT OF PERFORMANCE BANK GUARANTEE

1. HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") have entered into Agreement/Contract/Order _____ (hereinafter called "the said Agreement/ the said Contract/ the said Order"/), with _____ [hereinafter called "the said Contractor / Supplier(s)"], for _____ (indicate the scope of supply).
2. Where as under the terms of the said Agreement/ Contract/ Order, the contractor/ Supplier is required to furnish a Performance Bank Guarantee for _____ (indicate the amount in Rs / Foreign Currency) (_____ Only) towards the due fulfilment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to HAL during warranty period as per the warranty terms stipulated in the Agreement/ Contract/Order.
3. Accordingly We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [Contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) on the failure of Contractor/Supplier in performance of their obligations as per the terms and conditions of the Agreement/Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement/ Contract/Order.
4. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within 10 days of such demand stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract/ Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement/ Contract /Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency).
5. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.
6. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement/Contract / Order and that it shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/supplier(s) and accordingly discharges this guarantee.
7. We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.

9. The validity of Bank Guarantee shall be upto(dd/mm/yy) and such date shall cover the period of warranty of all the supplies and also the period of defect liability/ warranty period for last batch of supplies. The validity of Bank Guarantee will be for a period upto which the contractor is obliged for due performance of the said Agreement /Contract/ Order including the warranty period.
10. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
11. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

TECHNICAL COMPLIANCE MATRIX

TENDER NO.				D/AE/19/74/71/1010	
SUPPLIER QUOTATION REF NO. & DATE (*Mandatory)					
SUPPLIER NAME WITH FULL ADDRESS & CONTACT DETAILS (* Mandatory)					
Sl.No.	HAL SPECIFICATION AS PER EDT-3160			VENDOR COMPLIANCE	VENDOR REMARKS
	SL. NO. AS PER EDT-3160	ITEM DESCRIPTION	SPECIFICATION		
1	3.1	Type of Architecture	AS PER EDT-3160		
2	3.2	Embedded Controller			
3	4	Chassis			
4	5.1	Analog Input Module			
5	5.2	Analog output Module			
6	5.3	Frequency Input /Counter Module			
7	5.4	Digital I/O Module			
8	5.5	Vibration Input Module			
9	5.6	RTD Sensor Input Module			
10		Cables & Accessories for all components			
11	6	Driver Software			
12	7	Documentation			

Notes:

- 1)Supplier should fill the Compliance Matrix and upload the same, failing which the quotation will be liable for REJECTION
- 2) All cells should be filled up and no cell should be left blank.
- 3)The quotation should be accompanied by detailed technical specification,dimensions, etc.
- 4) Please note that the Price Details SHOULD NOT BE INDICATED anywhere in the Technical Bid/Technical Compliance sheets. If found, the Quotation will be REJECTED.

COMMERCIAL TERMS & CONDITIONS		
TENDER No.		D/AE/19/74/71/1010
SUPPLIER QUOTATION REF No. & DATE (*Mandatory)		
SUPPLIER NAME WITH FULL ADDRESS & CONTACT DETAILS (* Mandatory)		
Sl. No.	HAL TERMS & CONDITIONS	BIDDER'S CONCURRENCE
1	PRICING TERMS:	
1.1	FOB-Airport: (If Ex-works, a 5% loading factor & if FOB/FCA a 3% loading factor will be applied on bidder's quoted prices to arrive at the total landed cost value and all the origin charges at suppliers end to be borne by bidder). FOR HAL-AERDC Division: Price quoted should be on F.O.R. Destination basis, for delivery at HAL-AERDC Stores inclusive of all charges including transit insurance.	
1.2	Price quoted should be firm & fixed.	
2	TAXES:	
2.1	a) Goods & Service Tax (GST): Rate of Goods and Service 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) Vendor has to provide GSTIN & HSN code of the product quoted.	
2.1.1	In respect of Foreign bidder, bidder 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.	
2.2	Withholding Tax: 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.	
2.2.1	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.	
2.3	Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.	
3	VALIDITY OF YOUR QUOTATION: Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 120 days from the closing date of enquiry and the materials of offered should be kept under provisional reservation for this quotation. The quotations for which the validity is less than the said period, the same is liable for rejection.	
4	PAYMENT TERMS: 100% payment within 30 days by Wire Transfer / NEFT from the date of receipt of items & acceptance of the same by HAL-AERDC.	
4.1	Bank details of Supplier (like Bank Name, Address, Account number, IFSC Code, IBAN, SWIFT/BIC Code, etc) authorized by their banker should be uploaded along with the quotation.	
5	DELIVERY PERIOD: Within 3 months from the date of receipt of purchase order. Deliveries quoted should be firm or as per the schedule indicated.	
6	LIQUIDATED DAMAGE: Accept our standard LD clause of 0.5% per week subject to a maximum of 10% for delay in deliveries wrt to the delivery schedule agreed as indicated in our purchase order. The maximum LD amount / to the extent not agreed LD value, will be loaded in the price comparative statement for calculating the landed cost (to arrive the L1 Price).	
7	Evaluation criteria:-	
7.1	Technical Evaluation:- Technical Evaluation Committee (TEC) will be scrutinized all the offer w.r.t HAL requirement as stipulated in RFQ. Technical evaluation will be done based on technical offer submitted by vendor and response of vendor against HAL technical query.	
7.2	Commercial Evaluation:- Technically qualified offers will be scrutinized for commercial evaluation. The L1 vendor will be evaluated based on package wise.	

	Following will be considered while arriving for L1 offer	
7.2.1	i) Vendors are requested to accept our commercial terms and conditions. In the event vendor offered their counter offer, loading factors will be applied as per Enclosure-I.	
	ii) Purchase preference criteria will be applicable under Make in India initiative. Details as per Enclosure-II.	
	Purchase preference and exemption / relaxation as per Govt.of India Policies will be applicable for MSE vendors as per prevailing guidelines	
8	Vendors are requested to submit their offer in two bid system: (A) Technical Bid: Must consist of Technical Compliance sheet (as per format enclosed), Technical details of their offer, Earnest Money Deposit (EMD), Compliance to Commercial Terms-as per format enclosed. Please note that the price details should not be indicated anywhere in the Technical Bid Documents. If found the quotation will be rejected. (B) Price Bid: Consist of Prices offered by vendor.	
8.1	Bid submitted by bidder's authorized dealer / distributor/channel partner should accompany authorization letter/document of the OEM to whom tender has been originally issued. The authorisation letter/document must be submitted in Technical Bid (in case of two bid system). Please note that in the absence of authorization letter/document, the bids submitted shall be considered an unsolicited offer and will not be considered for further process of procurement.	
9	EARNEST MONEY DEPOSIT (EMD):	
9.1	An EMD amount of Rs.1,75,000.00 (Indian Rupees One Lakh Seventy Five Thousand only) for Indian vendor or USD 3500 for foreign vendor in form of original documents i.e. demand draft /banker cheque /Pay order drawn in favour of HAL AERDC payable at Bangalore or Bank Guarantee is to be submitted by participating vendor only. EMD should be submitted in the specified format as per Enclosure-III. The offers not accompanied with requisite amount of EMD or EMD not submitted in the specified format shall be summarily rejected. Format attached as per Enclosure-III.	
10	WARRANTY TERMS AND WARRANTY PERIOD: The supplied product should have a warranty of minimum of 12 months from the date of acceptance of items at HAL-AERDC against defective materials or poor workmanship.	
11	DEFECT INVESTIGATION:	
11.1	When the supplied item is within the warranty period and the defect being confirmed by the supplier on notification issued by HAL / User, the defective item will be sent to supplier at suppliers cost for defect investigation and return, free of cost to HAL.	
11.2	When the supplied item is outside the warranty period, HAL will advise the supplier the nature of defect and seek advice to set right the defect, if it is minor in nature. Otherwise on the advice of the supplier, defective component / unit shall be dispatched for defect investigation and rectification. The defect investigation should be carried out and the defect investigation report should be forwarded within 30 days from the date of receipt of defective component / unit, beyond which HAL is entitled to avail compensation as per the liquidated damages clause. Expenditure towards To & Fro dispatch and rectification subject to prior approval from HAL will be borne by HAL.	
11.3	In case of exigency, when it is not possible for HAL to dispatch the defective component to supplier, HAL will request the supplier to depute a specialist for defect investigation and rectification to HAL or his Customer. HAL will defray the travel and hotel expenses of the specialist (s) deputed for the purpose i.e. defect investigation and rectification. If the supplied item is within the warranty period, supplier has to bear all the expenses relating to travel, accommodation etc. during the warranty period.	
11.4	The supplier should complete the defect investigation (DI) and forward the DI Reports in the formats to be agreed upon to HAL by e-mail / fax within 30 days of receipt of the defective item by them.	
11.5	If the item is repairable, the same should be completed in another 30 (thirty) days and dispatched to HAL by the fastest means. If not repairable, the replacement item should be sent to HAL depending on the terms of the Purchase Order / warranty conditions. Even if the item is not repairable, defect investigation should be carried out by the supplier and a report forwarded to HAL.	
11.6	The investigation report must bring out the root cause of the malfunction / failure and what the supplier intends to do to remedy the malfunction / failure. Details of the work content that is required to be carried out by the supplier and the outline of the kind of report expected shall be indicated in the initial communication by HAL to the supplier and before supplier takes the defective item for investigation.	
11.7	The supplier should particularly note that Defect Investigation requirement is the prerogative of HAL and the supplier is required to complete the DI and send the repaired / new item along with the DI report. While making necessary improvements in the supplied product, depending on field failures attributable to supplier's area of operations like product design, the supplier must indicate the improvements incorporated and supply the new / upgraded product to higher drawing issue without any increase of cost to HAL.	

12	<p>SECURITY DEPOSIT:</p> <p>a) 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(enclosed) from a scheduled Bank in India/Bank of International repute (for foreign suppliers) which shall be valid upto 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 supplier settles all claims and complete such obligations.Format attached as per Enclosure-IV.</p> <p>b) Loading factor of 5% shall be considered while preparing Price Comparative Statement for bidders who have not agreed for submission of Security Deposit.</p>	
13	<p>PERFORMANCE BANK GUARANTEE COVERING UPTO WARRANTY PERIOD:</p>	
13.1	<p>PERFORMANCE BANK GUARANTEE (PBG) :</p> <p>a) Vendor shall furnish a Performance Bank Guarantee as per HAL's format for 10% of the order value valid up to end of the warranty period from a scheduled bank in India / Bank of International repute (for foreign vendor) from the date of acceptance / commissioning. Format attached as per Enclosure-V. (or)</p> <p>b) Equivalent amount shall be retained till completion of warranty period and other obligation of Purchase Order / contract.</p> <p>Note: In case supplier does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer will be summarily rejected.</p>	
13.2	<p>PBG for 10% of the basic value of purchase order (for supply items) valid upto the warranty period is required and the same has to be submitted as per HAL format directly by the issuing bank to HAL after acceptance of items.</p>	
14	<p>NON INVOLVEMENT OF ANY AGENT & MIDDLEMAN:</p>	
14.1	<p>Offers and all correspondence / communications should be addressed directly to HAL.</p>	
14.2	<p>No involvement of agents or Middlemen in India or other countries in any capacity what so-ever is permitted at any stage in relation with this tender and the resultant contract. supplier should specifically indicate if any of their office or contacts exists in India or abroad providing the details and extent of the activities handled by them and provide the details of the employees, address of the office / location, phone and fax numbers etc.</p>	
14.3	<p>Please note that no agency commission/ fee/ service charge should be payable to any agent/ middleman for promoting this tender. Non-compliance, as of now or in future would entitle HAL to take appropriate action as per HAL standard terms & conditions.</p>	
15	<p>SETTLEMENT OF DISPUTES AND ARBITRATION:</p> <p>In the event a contract is awarded , the following shall be incorporated:</p>	
15.1	<p>In the event of any dispute, disagreement or question arising out of or relating to or in consequence of the contract or relating its performance, the parties shall undertake to make every effort to reach an amicable settlement.</p>	
15.2	<p>Any disputes/disagreement arising out of or relating to or in consequence of the contract or relating to its performance which can not be settled amicably, shall within 60 days from the date on which either party informs the other in writing by a notice that such dispute or disagreement or question exists or such longer period as may be mutually agreed upon, be referred to an arbitration tribunal.</p>	
15.3	<p>The arbitration Tribunal shall have its seat at Bangalore, India. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1996 (for Indian supplier/suppliers) or ICC, Geneva (in case of foreign suppliers).</p>	
15.4	<p>The language of the arbitration shall be in English.</p>	
15.5	<p>In case of technical disputes involving confidential matters, the issue shall be referred to a high level technical authority for each party, appointed for this purpose.</p>	
15.6	<p>The award shall be final & binding on the parties. Each party shall bear its own cost of presenting its case to arbitrator. HAL and supplier shall share the cost of arbitration including the fees and expenses of the arbitrators equally unless the award provides otherwise.</p>	
15.7	<p>The parties shall continue to perform their obligation under the contract during pendency of Arbitration proceedings except in so far as such obligations are subject matter of the said arbitration proceedings.</p>	

16	<p>AGENT / 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 suppliers) and Base Rate of SBI (State Bank of India) plus 2% (for Indian suppliers). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.</p>	
16.1	<p>HAL has not appointed / authorized any person / agent to deal with the suppliers in respect of the said contract. In case, if someone claims and interacts with the suppliers it shall be duty of the suppliers to bring such instances to the notice of HAL Management.</p>	
16.2	<p>HAL conditions of contract will govern any resultant order arising out of the enquiry (copy on application) and bidders quotation will be subject to the said conditions.</p>	
17	<p>TERMINATION:</p>	
17.1	<p>Supplier shall note that, HAL without prejudice reserves its rights to terminate the supply agreement due to non-performance by the supplier. Under such an event, supplier shall promptly refund to HAL the amount paid to them with fifteen (15) percent interest per annum plus Risk Purchase Cost and additional cost incurred by HAL for re-contracting the task and cost of consequent damages due to delay.</p>	
17.2	<p>Upon termination of the Contract by HAL for any other reason not attributable to supplier, supplier shall be entitled to the proportionate charges for the obligation fulfilled either fully or partly up to and as on the date of such termination.</p>	
17.3	<p>Either party shall have the right to terminate the Contract if the other party fails to perform any material provision of the Contract, provided that the defaulting party does not rectify such failure within 120 days after receipt of written notice of such default from the party specifying such failure.</p>	
18	<p>SHORT-CLOSURE OF CONTRACT: HAL reserve the right to short-close this contract with prior notice to the Supplier at any time during the tenure of the contract. The liability of HAL in this case will be limited to the extent of the cost as assessed by HAL in its opinion, incurred by Supplier till the point of termination of contract. However in any case, the maximum liability of HAL is limited to order value to the extent of short closed quantities.</p>	
19	<p>INDEMNITY AGAINST PATENT RIGHTS:</p>	
19.1	<p>Supplier shall assure HAL that there is no infringement of any patent or industrial or intellectual property right caused by the supply and shall undertake to indemnify HAL against all costs, expenses and claims for damages made by any third party that HAL may incur as a result of any action for infringement for which HAL may become liable for the use of the supplies, arising from any alleged patent or industrial / intellectual / property rights arising or resulting from any use of the supplies.</p>	
19.2	<p>HAL will carry out inspection in its premises as per the supporting documents provided by the supplier. Deviations / defects noted on receipt will be intimated to the supplier should ensure free replacement / rectification action as necessary.</p>	
20	<p>DELIVERY, PACKING AND DISPATCH:</p>	
	<p>PROCEDURE FOR DELIVERY:</p>	
20.1	<p>Within two working days of the dispatch of the consignment, supplier shall notify in writing all details concerning the dispatch to HAL and user. Packing shall be done in accordance with requirements for transportation and storage as per applicable standards. Batch number and date of manufacture should be mentioned on each label of item/ equipment.</p>	
20.2	<p>MARKING: The packages will be marked "HAL" appropriately on all sides for the purpose of easy identification.</p>	
20.3	<p>OTHER REQUIREMENTS: Consignee, mode of dispatch and other requirements shall be as specified by HAL.</p>	

21	TITLE OWNERSHIP AND RISK: The title, ownership and risk for all supplies shall pass to HAL on the delivery of said supplies and services. On passing of such title the supplies shall exclusively become the property of HAL.	
22	APPLICABLE LAW AND INTERPRETATION: The contract shall be covered by and interpreted in all respects in accordance with the laws of INDIA.	
23	PENALTY FOR USE OF UNDUE INFLUENCE: Supplier undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of HAL or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract with the government. Any breach of the aforesaid undertaking by supplier or any of its employees or anyone acting on its behalf (whether with or without the knowledge of the supplier) or the commission of any offence by the supplier or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947, or any other Act enacted for Prevention of corruption shall entitle HAL to cancel the contract- and all or any other contracts with supplier and recover from supplier the amount of any loss arising from such cancellation. A decision of HAL or its nominee to the effect the breach of the undertaking that has been committed shall be final and binding on supplier.	
23.1	Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of supplier towards any officer / employee of HAL or to any other person in a position to influence the decision of HAL, directly or indirectly or any attempt to influence any officer/ employee of HAL for showing any favor in relation to this or any other contract, shall render supplier to such liability/ penalty as HAL may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the bank guarantee and refund of the amount paid by HAL.	
24	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-AERDC 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-AERDC 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-AERDC and also to payment of any loss or damage resulting from any such cancellation under clauses-10 and 12 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.	
25	CONFIDENTIALITY: a) 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. b) In the development orders, where technical inputs/assistance is provided to the suppliers, the Intellectual Proprietary Rights (IPR) will rest with HAL. Supplier will not directly deal with HAL's customer for these items.	
26	RELATIONSHIP OF THE PARTIES:	
26.1	It is understood that each party is an independent entity and that all persons engaged in the work under the contract that are supplied by the either party shall not be employees of the other party in any sense.	
26.2	It is further agreed that neither party shall have the right to act as the agent or legal representative of the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the other party.	
27	LANGUAGE: All correspondence between the parties, as well as all documentation, manuals, software listings and other writings, in connection with this Contract shall be in the English language.	
28	FALL CLAUSE: The price quoted shall be in no event exceed the lowest price at which the supplier sells the stores or offer to sell stores of identical description to any person(s) / organization including the purchaser of any Department of the Govt. of India for any Department of the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order.	

	INSOLVENCY: If Supplier:	
	a) Enters into liquidation, whether compulsory or voluntary (otherwise than for amalgamation or re-construction), or	
	b) Becomes insolvent, or	
	c) Has a Receiver appointed by their respective Governmental law for the whole or parts of its asset,	
29	Supplier shall forthwith notify the same to HAL and HAL shall have the right, without prejudice to its other rights or remedies herein, to terminate the unexecuted part of the Contract as per Termination Clause.	
	In such event, HAL shall become entitled forthwith to the refund of the all the advance payments received by Supplier for that part of its obligations under the Contract that has not been fulfilled.	
	EXIT CLAUSE:	
	The contract/order may be terminated under the following circumstances:	
	i) In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with 1 (One) month advance notice without any financial implication to Buyer. Notwithstanding the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period of 3 (Three) years.	
	ii) If there is change in the Buyer requirement, contract shall be terminated with 3 (Three) months advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the seller shall ensure the following.	
30	iii) In the event of termination of contract by either party the supplier shall ensure the following: IPRs are transferred to HAL to enable HAL to proceed on the work with other suppliers. Suppliers also will render all assistance till the other suppliers fully take over the balance work.	
	a) Transfer title and deliver all or any part thereof of the supplies, materials, work-in-process, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated	
	b) Supply of products and its components /spares at least for completion of the contract from the date of such termination.	
	iv) The Seller is declared bankrupt or becomes insolvent.	
	v) The delivery of material is delayed due to causes of Force Majeure by more than 6 months.	
	vi) Based on the decision of the Arbitration Tribunal.	
31	RISK PURCHASE:	
31.1	If the supplier fails to deliver the supply and service work or any part thereof and other obligations as per order within the additional time period fixed & agreed by HAL (without prejudice to invoke LD clause) for such delivery or completion of the work beyond the purchase order delivery schedule, HAL will be entitled to repurchase the supplies not delivered, at the risk and cost of the defaulting supplier.	
31.2	In the event of such repurchase of supplies, the defaulting supplier shall be liable for any and all loss which HAL may sustain on the account of the failure of the supplier to deliver on time including services and other obligations as per the order.	
32	General	
32.1	Any order resulting from this 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.	
32.2	When counter terms and conditions have been offered by a tenderer, HAL-AERDC shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL-AERDC.	
32.3	No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations will be considered by HAL if put forward in subsequent correspondence, after acceptance of orders etc.	
32.4	HAL-AERDC 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.	
32.5	Supplier shall not be entitled without HAL-AERDC's consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.	
32.6	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.	
32.7	Disregard of any instructions, may result in your offer being ignored.	
32.8	Canvassing by tender form, including unsolicited letter on tender submitted or post tender corrections shall render their tenderers liable for rejection	
32.9	Manufacturers' Name and Country of origin of the materials offered must be clearly specified. Complete details & illustrated literature must accompany all quotations	
32.10	Certificate from OEM (Original Equipment Manufacturer), if any should be furnished with quotation. Certificate of Conformity / Release Note / Test Certificate from appropriate Aeronautical Inspection Agency for use in Aeronautical application should be accompanied with supplies.	

32.11	Tenders should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered that only a part of it unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to.	
32.12	No Agent/Agents or Third Party/ Parties are engaged by HAL in the process of procurement of any materials for HAL. HAL is also not responsible for any person / firm expressing or pretending to express himself / herself / themselves to be the agent or third party representing HAL in the process of Procurement of the materials. It is advised to deal directly with HAL representative who is the signatory to this document.	
32.13	Any queries from HAL-AERDC should be answered by the supplier within 3 working days. Otherwise your quotation will be liable for rejection.	
32.14	HAL has the option to place order for entire quantity or part of it.	
32.15	Acceptance of the supply is subjected to HAL Inspection.	
32.16	Bidder is required to send REGRET REPLY, in case the subject item is not covered in bidders range of products.	
32.17	If at any time during the said period, the supplier reduces the sales price, sells or offers to sell such stores to any person (s)/ organization including the purchaser or any Department of Govt. of India or State Govt. and any statutory undertaking of the Govt. of India / State Govt. as the case may be, at a price lower than the price chargeable in the order, supplier shall forthwith notify such reduction / sales or offer to sale to HAL, and the price payable in the order for the stores supplies after date of coming into force such reduction or sale or offer to sale shall stand correspondingly reduced.	
32.18	In case of Open/Limited Tenders due date shall not be postponed normally. In case validity extension is required, the same should be sought by the vendor before expiry of the tender due date preferably 3 working days in advance.	
32.19	PURCHASE PREFERENCE POLICY (PPP): Inline with Public Procurement (Preference to make in India) Order 2017 issued by Govt. of India and with a view to support the Indian Industries by way of providing purchase preference, HAL has implemented "Purchase Preference Policy (PPP)". The Purchase preference is available for the local supplier for the items or services covered in this tender subject to the following terms and conditions enclosed in the Appendix-A. The supplier should read terms and conditions given in the Appendix-A and comply accordingly.	

Note:1)The lowest technically acceptable offer with variance in tender terms and conditions such as credit terms,delivery,penalty for late delivery etc. may be accepted on merits, after required loading towards such factors having direct financial impact in comparative price statement.

2)All cells should be filled up and no cell should be left blank. If any cell is left blank,the same would be treated as complied and appropriate loading factor will be imposed to arrive the L1 price.

3)No price details are to be indicated anywhere in this check list.

