

HINDUSTAN AERONAUTICS LIMITED

AVIONICS DIVISION

(GOVERNMENT OF INDIA UNDERTAKING)

P.O HAL TOWNSHIP, HYDERABAD – 500 042 (TELANGANA), INDIA

HAL HYDERABAD GSTIN:36AAACH3641R1Z8

Phone: 040-23878281 Ext : 4639,4609 E-mail :1)shantanu.nath@hal-india.com (for correspondence)
040-23870073 2)ranu.gupta@hal-india.com

Website: www.hal-india.com

GLOBAL TENDER NOTICE

Hindustan Aeronautics Limited, Hyderabad invites sealed tenders to procure following stores from original manufacturer(s)/accredited supplier(s)

SL NO	TENDER NO	ITEM DESCRIPTION	QTY(NOS)	EMD AMOUNT
1	HAL/HD/CAP/583/ CAPT828	14 Cu.Meter Test Chamber Hot Cold, Humidity & Vacuum	1	Rs 3.00 Lakhs*

(* In case of foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD.)

1) The bids are to be submitted in TWO-BID pattern i.e (1) Technical bid and (2) Commercial bid in two separate sealed covers distinctly marked accordingly with tender No. & due date and sealed inside a single envelope, which should be duly super scribed with tender Ref.No. and due date.

2) A) Issue of Tender Documents: From 07.03.2018 to 17.04.2018

B) Last date for submission of tender bid: Date : 17.04.2018 upto 16.30 hrs.

C) Opening of tender bid (Technical Bid only): Date: 18.04.2018 at 14.00 hrs.

3) Tender Documents:

(a) The tender documents containing detailed specifications of item with terms and conditions can be downloaded from HAL website: www.hal-india.com.

4) Earnest money deposit (EMD) in the form of Bank Demand Draft/ Pay Order/ Banker's Cheque/ Bank Guarantee only in favour of HAL, Hyderabad is required to be submitted by Bidders for requisite amount. EMD should be submitted along with Technical bid only. The EMD can also be paid through WIRE/SWIFT transfer. Transaction code should be indicated along with technical bid. 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.

5) Vendor should submit signed and stamped integrity pact (as per annexure-V or VI attached here with) along with technical bid. Details are as per RFQ clause no:39.

6) The sealed offers shall be submitted on or before due date. HAL shall have no responsibility for delay or non-receipt of tender documents sent by post. Offers received late, conditional offer and incomplete offers will be summarily rejected.

HAL reserves the right to waive off any formalities or reject any or all the tenders received without assigning any reason whatsoever and bidders shall have no claim out off such action.


Authorized Signatory.

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TENDER REF NO: HAL/HD/CAP/583/CAPT828 Dtd:07.03.2018 DUE Dt: 17.04.2018

SUB: INVITATION OF QUOTATION in TWO BID FOR “ 14 Cu.Meter Test Chamber Hot Cold, Humidity & Vacuum”

Please submit sealed quotation for supply, installation and commissioning of the following item (S):

SL NO	TENDER NO	ITEM DESCRIPTION	QTY(NOs)
1	HAL/HD/CAP/583/CAPT828	14 Cu.Meter Test Chamber Hot Cold, Humidity & Vacuum	1

AS PER SPECIFICATIONS MENTIONED IN ANNEXURE –I ATTACHED HEREWITH

TERMS AND CONDITIONS OF THE TENDER

TENDERING PROCEDURES:

A) Two bid (technical and commercial) sealed Quotations should be submitted following procedures as mentioned below.

B) The quotations should be sent in two parts i.e. (1) Technical Bid and (2) Commercial Bid.

Technical bid and commercial bid in a separate envelopes superscribing Tender NO. & Due Date(technical/commercial) and the two envelopes(technical and commercial bids) should be placed in a single envelope super scribing the Tender NO. & Due Date and address to DGM(IMM), Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042, Telangana, India. EMD should accompany the technical bid. **Technical bid without EMD would be considered as unresponsive and will be summarily rejected.**

Both the bids should be identical in all respects except that the Technical Bid should be blank space at the price where price have been stated in Commercial Bid.

Initially technical bids will be opened and will be evaluated accordingly. Commercial bids of only those vendors whose technical bids are found technically suitable and accepted, will be opened. Date and time for opening of commercial (price) bid will be intimated separately, if required.

I. Price

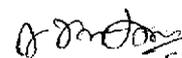
a) The bidder is required to indicate prices against individual items. Prices quoted should be in the currency of the country of supply or any other convertible foreign currency (to be specified by HAL in line with RBI / FEMA rules).

b) HAL being manufacturers, bidders to indicate in the quotation manufacturers discount if any.

c) Bidders to confirm that :

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 (for foreign supplier) or FOR, Destination basis (for indigenous supplier)

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. Bidder's quotation should indicate clearly the extent of such charges.

g) Tenderers should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of are ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to.

h) Preference will be given to firm prices. But should quoted prices 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 established with supporting documents. Price variation may be considered only if it occurs within the contractual delivery period.

iv. A further break down of materials giving the main classes of material involved i.e. steel, nonferrous metal etc.

2. Taxes :

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

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.

c) Any other statutory levies (as applicable) to be mentioned clearly in quote.

d) Kindly indicate the GSTIN of your firm in quotation.

Also kindly mention applicable GST with HSN code/SAC no (in case of service) for the quoted items. In case of GST registration not being done or delay in registration and noncompliance to any aspects wrt GST, bid may not be considered for further evaluation and HAL shall not be responsible in this regard. The onus for compliance w.r.t GST lies wholly with the bidders.

e) Taxes applicable i.e. CGST, SGST, IGST etc should be clearly mentioned in your Quotation.

3. Quantity :

- a. 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.
- b. 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. Supply of Alternative Item : Applicable descriptive literature/catalogue if any may please be enclosed by the bidder with offer (at least two copies). In case bidder is quoting for an alternative part number it should be confirmed that the offered part is fully interchangeable with the required part.

5. Shelf Life : Where stores offered have a limited shelf-life, kindly indicate the life involved and confirm that in the event of an order from us, only newly manufactured stores with the maximum possible shelf-life at the time of dispatch will be offered for shipment. In respect of rubber items such as seals etc., having cure date, the item should not have been manufactured earlier than 6 months of dispatch.

6. 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.

7. Tender Due Date : The due date for submission of quote is **17.04.2018 at 16.30 Hrs.**

HINDUSTAN AERONAUTICS LIMITED

AVIONICS DIVISION

P.O HAL TOWNSHIP, HYDERABAD -- 500 042 (TELANGANA), INDIA

8. Submission of Tender :

a. The bidder is required to submit bids directly to HAL either through post/courier in sealed cover with clear marking of bidder details. The cover should be marked with tender no., due date and bidders postal address. Response received, without bearing the bidder address will not be entertained. Bid submitted by bidder's authorized dealer / distributor/channel partner should accompany with ink signed authorization letter of the bidder to whom tender has been originally issued. In the absence of authorization letter, the bids submitted shall be considered an unsolicited.

b. **Only signed copy of bid(both technical and commercial) submitted in hard copy will be accepted.** Unsigned copy of bid received will not be considered. Bid should not forwarded to the mail of correspondence.

c. The bid to be addressed to Mr. N. VEERA KUMAR , DGM(IMM), Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042, Telangana, India or can be directly dropped in Tender Box NO:3, North Gate , Hindustan Aeronautics Ltd., Balanagar, Hyderabad-500042, Telangana, India

d. Submission of tender in two bid system:

e. In response to tender in two bid system, the bidders are required to submit technical bid and commercial bid separately. Each bid will be put in separate sealed cover marked with tender No., due date and indicated as technical bid or commercial bid as the case may be. Both sealed covers will be put in a single cover, which will again be sealed and superscribed with tender no. and due date.

f. The technical bid should also include EMD in original form. **Technical bid without EMD in original form will be rejected.** In case of EMD sent by 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.

- g. Bid received with technical bid and commercial bid in open condition inside one envelope will be rejected.
- h. Submitting only one bid with rates and technical details as a single bid will be rejected.

9. 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 reserves the right to reject late or incomplete tender.

10. Opening of Tender :

- a. Tender will be opened on **18.04.2018 at 14.00 Hrs.** at
HINDUSTAN AERONAUTICS LIMITED
AVIONICS DIVISION
P.O HAL TOWNSHIP, HYDERABAD -- 500 042 (TELANGANA), INDIA
Bidders or their authorized reps. are desirous to attend the tender opening may forward written confirmation with name of authorized person and designation prior to tender opening.

- b. During tender opening only the important particulars like price, delivery terms will be read out.

11. Tender Evaluation:

- a. 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 SBI HAL Campus, Hyderabad Branch in India as on date of tender opening.
- b. Bid with lowest price conforming to the specification will be considered for placement of order.
- c. 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.
- d. 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.
- e. If the lowest bidder has not offered full quantity, for the balance quantity HAL reserves the right to source from other bidders at L-1 price.
- f. Conditional discounts will not be considered in evaluation of tender.
- g. 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.

12. Supply of Samples:

Samples submitted for any reasons shall be supplied without charge and freight paid and without any obligation on the Purchaser as regards safe custody. All samples submitted must be clearly labeled with the bidder's name

and address and tender number. If the bidder submits the samples with his tender the same shall not govern the standard of supply except when it has been specifically stated in the Purchase Order that it is accepted instead of any sealed pattern. Should certified samples be lent to a bidder by HAL the bidder is responsible for the return in perfect order of all certified samples with the labels intact.

13. Others:

- a. In the case of airborne material, the same should be covered by a Release Note or Airworthiness Certificate countersigned by person/s authorized by Government Airworthiness Certifying Authority.
- b. Please indicate approximate net weight of each of the item and gross weight and dimension of the package to enable HAL to determine the mode of dispatch.
- c. Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.
- d. Please furnish list of similar equipments supplied in HAL or anywhere in India with customer's full address, value and telephone/telex etc. (if applicable)
- e. Please indicate if any training arrangements for item/system in India and factory acceptance test if required.
- f. Please also indicate necessary onsite technical support during installation of the system at no extra cost.
- g. Vendors should ensure the availability of spares of the offered products for a period of 10 years.
- h. Two sets of operation manuals/maintenance manual should accompany the system at no extra cost. (if applicable)
- i. Please also indicate status of export permit based on the present rules/regulations of your country and normal time frame for obtaining such export permission if an order is placed on you in near future and the same should be covered within the delivery schedule indicated.
- j. Vendors while submitting the proposal should categorically declare that items quoted by them are their own manufactured products and are not resold (2nd sale). Offers without such declaration are likely to be ignored.
- k. Quotation should accompany the detailed catalogues and literature.
- l. Vendor should confirm that they are the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, the award of the contract to the seller nor has any amount been paid or intended to be paid to any such individual or intended to be paid to any firm in respect of any such intercession, facilitation or recommendation, vendor accepts that if it is established that the present declaration is in any way incorrect and if at any later stage it amount/commission to such individual/firm, vendor will be liable to pay the similar amount to HAL for engaging such individual/firm and making the payment as commission. In addition, vendor will also be debarred from entering into any supply contract with the Ministry of Defence, Government of India for a minimum period of 5 years. Vendors shall also consider cancellation of the contract without any entitlement or compensation to vendors who shall also be liable to refund all payments made by HAL in terms of the contract along with the interest at the London inter bank offer rate (LIBOR)
- m. The Harmonized System of tariff nomenclature against the items for which quotation is rendered should be indicated.
- n. For the Raw materials (in forms of bar, sheet, wires etc) (applicable for RFQs for raw material)

- i. Release note/ OEM certificate of conformity with physical and chemical test report is required along with the supply.
- ii. Requested to include the Box Charges / Packing Charges / Phytosanitary regulation Charges in the unit quoted price if any. (otherwise indicate separately charges for each item)
- o. Manufacturer's name and country of origin of the materials offered must be clearly specified. Complete details and illustrated literature must accompany all quotations.
- p. 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 customer's full address, telephone/telefax No., P.O. No., value and year of supply.
- q. Quotation should be free from correction, over-writing, using correcting fluid etc.
- r. 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.
- s. 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.
- t. Vendor shall not be entitled without HAL's consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.

14. Earnest Money Deposit :

a. EMD for a value of **Rs.3.00 lakhs*** to be submitted in favour of Hindustan Aeronautics limited ,Avionics division, Hyderabad in the form of DD/Banker's Cheque/Pay Order/Bank Guarantee of Scheduled Bank, EMD should be 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. For sending swift please find below the bank details:

State Bank of India
HAL Campus Branch
Hyderabad-500042
Swift Code:SBININBB312
IFSC Code:SBIN0001676

***In case of foreign bidder, EMD to be submitted in any freely convertible currency of amount equivalent to the above EMD.**

- 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. EMD of unsuccessful bidder will be returned after order acceptance by the successful bidder. Bidders are required to provide the Bank details along with quote for returning of EMD in case of unsuccessful bid.
- f. In case of two bid system EMD in original form should be enclosed along with the technical bid. Technical bid without EMD in original form will be rejected. In case of Wire/Swift transfers the transaction code is to be mentioned in the technical bid. The technical bid will be accepted only after confirmation of receipt of EMD in time
- g. 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.

If bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor. In case of BG to be issued by the foreign bank towards EMD, the original BG should accompany with authentication letter received from schedule bank in India. Otherwise the BG submitted by foreign bank will not be considered.

h. Format of EMD is as per **Annexure-II**

15. Warranty: Warranty is after the goods have been taken over by HAL against any defective design, workmanship, materials and non-conformance to intended performance. (Optional Clause : During warranty minimum uptime of 95% shall be ensured failing which warranty period shall deem to be proportionately extended). During warranty period equipment shall be replaced/ repaired free of cost including any to & fro freight/insurance involved. Supplier shall attend to warranty calls within 48 hours notice.

16. 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.

17. Liquidated Damages :

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.

If the LD clause is not acceptable by the bidder fully/partially, the corresponding LD value not agreed by the bidder, will be loaded in the price comparative statement to determine successful bidder.

In case, quotes received without indicating the breakup details of taxes and order placed subsequently on composite value (with out indicating break-u details of taxes & duties) then the LD to be deducted on the composite value (including taxes & duties) of the delayed deliveries.

18. Delivery :

i. Deliveries quoted should be firm (or as per the schedule indicated).

ii. Please confirm whether the item/equipment quoted/ offered is of-the-shelf or to be manufactured specific-to-type. If the items/equipment is manufactured specific-to type, bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment. In the event of an order, HAL reserve the right to claim towards liquidated damages on the undelivered part of the order. This clause will be strictly followed by HAL. Therefore your delivery schedule should be firm and definite.

iii. If installation and commissioning of the equipment is required to be done by bidder at HAL site, bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

iv. Bidder to note that the delivery schedule should be for:

A) Period required for the delivery/dispatch of equipment and

B) Period required for installation and commissioning of the subject equipment after intimation from HAL about readiness of the site.

v. Supplier should clearly mention from where the material will be delivered i.e Place of Delivery for each item to be quoted along with contact person's number with email id.

19. Inspection:

Items will be inspected by our inspection department and their decision on the matter will be considered final. Item rejected as a result of such inspection shall be replaced by you free of cost and all charges for delivery of the same at our works at HAL will be to vendor's account.

20. Terms of Payment:

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 HAL Branch, Balanagar, Hyderabad.(mention HAL's 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 fulfillment 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 fulfillment of all contract obligations and on the submission of Performance Bank Guarantee for 10% of the order value to cover the warranty period.

iv) For indigenous supplier, in the event of an order, 100% payment will be made within 30 days after receipt, inspection and acceptance at our stores by RTGS or any other latest electronic payment remittance mode.

21. Performance bank Guarantee:

Vendor has to furnish a Performance bank Guarantee as per HAL's format for 10% of order value (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) valid till end of Guarantee/Warranty period from a scheduled bank in India/Bank of international repute (for foreign vendor) from the date of acceptance/commissioning or otherwise equivalent amount shall be retained till completion of warranty period and other obligation of purchase order/contract. In case, quote received without indicating the breakup details of taxes and order placed subsequently on composite value(without indicating breakup details of taxes & duties) then the PBG to be submitted on the composite value(including taxes & duties). **In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer will be summarily rejected.**

Indian bank PBG should be submitted in stamp paper only, if bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor. OR if foreign bank guarantee is received directly from Foreign bank then it should be in MT760 Format. BG is to be submitted directly by issuing bank under Registered Post(AD) to HAL address.

Format of BG is as per Annexure-III

22. Security Deposit:

Successful tenderer shall have to furnish Security Deposit @ 5% to value of Purchase Order as security deposit (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) within 15 days of receipt of the purchase order, by way of crossed Demand Draft or Bank Guarantee in the prescribed format of HAL from a schedule bank in India or bank of international repute(for foreign vendors) in favour of Hindustan Aeronautics Limited, Hyderabad for the due fulfillment of the Purchase Order valid upto 60 days after the completion of contract period/last supply. In case, quotes received without indicating the breakup

details of taxes and order placed subsequently on composite value(without indicating breakup details of taxes & duties) then the security Deposit to be submitted for the composite value(including taxes & duties). In case, breach of contract or failure of contractual obligations at the part of supplier then Security Deposit amount will be forfeited. In addition an alternate action for procurement of requisite items will be taken by HAL at the risk and cost of default supplier. Security Deposit amount will not bear any interest for the period it is retained with HAL and will be returned only after the contract is completed to the entire satisfaction of HAL. This amount is likely to be forfeited in the event of failure to execute the contract as per the terms and conditions laid down in the agreement.

Indian BG should be submitted in stamp paper only, if bank guarantees are received from foreign bank, the foreign vendor may submit BG issued by foreign branches of banks operating in India. Where the foreign bank does not have branches operating in India, the BG issued by the foreign banks should be got confirmed by one of the Scheduled banks in India. The charges for confirmation of the BG should be borne by the foreign vendor .OR if foreign bank guarantee is received directly from Foreign bank then it should be in MT760 Format.BG is to be submitted directly by issuing bank under Registered Post(AD) to HAL address.

Loading factor of 5% towards Security Deposit shall be considered while preparing price comparative statement of bidders who have not agreed for submission of Security Deposit.

Format of Security deposit is as per Annexure-IV

23. Export License:

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 licenses and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export license 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. Involvement of any Agent and Middlemen:

No involvement of Agents or Middlemen in India or abroad in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant contract. Vendor shall confirm that he has not appointed any agent in India to promote this contract and that no commission etc. is payable to any such agent in connection with this contract. Vendor shall also confirm that he has neither paid nor will pay any commission, fee or any such charges to any agent in connection with the award and execution of this contract. Should it be subsequently proved that such a commission, fees or charge has been paid, contrary to the foregoing, buyer shall be entitled to terminate this contract forthwith. The buyer shall also be entitled to recover from the seller an amount equal to the commission, fees or any such charge proved to have been paid.

HAL has not appointed / authorized any person / agent to deal with the vendors in respect of the said contract. In case, if someone claims and interacts with the vendors it shall be duty of the vendors to bring such instances to the notice of HAL Management

28. 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.

29. Bidder is required to send **REGRET REPLY**, in case the subject item is not covered in bidders range of products.

30. 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 HAL's customer for these items.

31. GENERAL CONDITIONS: (for Technical and commercial Bids)

- 31.1 The bids should be free from over-writing / overtyping and correction etc.
- 31.2 The bid is liable to be rejected, if complete information as asked for are not given in the bid.
- 31.3 No responsibility shall be attached for premature opening of the bid(s), not properly addressed and identified
- 31.4 All pages of Technical bid Quotation, including Schedule and Annexure of quotation should be signed by the tenderer.
- 31.5 Negligence on the part of the bidder in preparing the bid confers no right to withdraw the bid after it has been opened.
- 31.6 HAL will not be responsible for the loss or delay or non-receipt of tender documents sent by post. HAL reserves the right to reject late, conditional and incomplete offers.
- 31.7 All necessary operational safety precautions are to be incorporated in the quoted item
- 31.8 The tenderer should indicate the name of Original Equipment Manufacturer of their quoted items along with Authorization letter.
- 31.9 Whenever the specification of item in Schedule/Annexure's is considered incomplete, the tenderer should give complete specification of item in their quotation.
- 31.10 In case of indigenous supplier, the statutory levies such as duties and taxes should be specified in their quotation. In case of foreign suppliers, taxes and duties in foreign country are to supplier's account.
- 31.11 HAL is not bound to accept the lowest or conditional price and reserves the right of accepting the whole or any part of the offer/ quantity offered and supplier must accept order for quantity less than indicated in Tender notice and supply the stores at the quoted rates.
- 31.12 Disregard of any Terms and Conditions contained herein may result the offer being rejected without any information to the vendor in writing or otherwise.
- 31.13 Revision of specification and / or prices by the vendor, at any stage, after submission the quotation shall not be entertained. Any such offer after due date of Tender enquiry will be rejected.
- 31.14 HAL may not provide CUSTOMS DUTY EXEMPTION CERTIFICATE.

- 31.15 Our conditions of contract will govern any resultant order arising out of the tender enquiry and your quotation will be subject to the said conditions
- 31.16 Terms and conditions of quotation which are contrary to terms and conditions of the tender documents are not acceptable
- 31.17 The Specifications of items as mentioned in Tender Specifications should be complied.
- 31.18 Quotation from Indian agent on behalf of foreign supplier is not acceptable
- 31.19 Test certificate should be provided as mentioned at individual specifications of items
- 31.20 Canvassing in any form shall disqualify the tenders.
- 31.21. Vendor is requested to indicate whether your firm is registered with MSME/NSIC with the following details along with the offer
- If Yes' please provide following details with documentary evidence
- a) Whether your firm is micro/Small/medium industry
 - b) whether firm is lead by SC/ST/Lady/Others
 - c) kindly provide UAN no.

All price and purchase preference policy applicable to MSME will be followed.

31.22. Import content: Confirm the percentage of import content in the offered price against each item in your quotation. If no import content is mentioned in the quote it will be considered as zero by default

31.23. If Supplier having turnover less than Rs.20.00 lacs (as per Govt guidelines on GST from time to time), it should be clearly mentioned in the Quotation and also proof of the same should be provided along with Quotation.

32. Supplier should clearly mention GST Registration no (both HAL GSTIN no & Supplier GSTIN no), HSN code / SAC and GST Invoice should be uploaded in the GST portal and supplies should be affected and information regarding dispatch should be given to concerned Purchase Officers. The same GST Invoice along with GST Registration no, HSN / SAC code for the items supplied to be provided to HAL. Payment will be released only after confirmation from the vendor that the Invoice with all details uploaded in GST portal.

33. The stores rejected by HAL inspector must be removed by the vendor within 30 days from the date of receipt of intimation of rejection and at his own cost, failing which the vendor shall be liable to pay storage charges @ 1% per each day of delay of the invoice value of the stores. If the stores are not removed within a month from the date of intimation of rejection, the stores will be liable to be sold by HAL at the vendor's risk and responsibility and the proceeds adjusted towards storage charges.

34. **Repeat order:** HAL may place repeat order up to 100% of the value of the original order after the placement of the original order, but within 12 months from the date of completion of original order.

35. 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.

36. EXIT CLAUSE:

- A) The contract/ order may be terminated under the following circumstances:
- a) In the event of unsatisfactory performance by the vendor during the contract period, or any of the information provided by the supplier is found to be untrue, or supplier is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with one month advance notice without any financial implications to HAL. Notwithstanding the forgoing, in cases where it is found that a supplier is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period indicated in the purchase manual.

- b) If there is change in customer requirement, contract shall be terminated with one months advance notice. The liability of HAL in this case will be agreed mutually.
- c) The supplier is declared bankrupt or becomes insolvent.
- d) The delivery of material is delayed due to causes of Force Majeure by more than one months.
- e) Based on the decision of the Arbitration tribunal.
- B) In the event of termination of contract by either party the supplier shall ensure the following:
 - a) 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.
 - b) Transfer title and deliver all or any part thereof of the supplies, materials, work in progress, finished products, tooling, drawings and data produced or acquired by vendor specifically for the product being terminated.
 - c) Supplier shall ensure supply of products and its components/ spares at least for a period of five years from the date of such termination.

37)Anti profiteering Law: Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. The central Government may, on recommendations of the council, by notification, constitute an authority, or empower an existing authority constituted under any law for time being in force, to examine whether input tax credits availed by any registered or the reduction in the tax rate have actually resulted in a commensurate reduction in the price of the goods or services or both supplied by him. The Authority referred to in sub-section(2) shall exercise such powers and discharge such functions as may be prescribed.

38)Risk purchase:

Delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by buyer or not meeting the required quality standards, the buyer shall be at liberty, without prejudice to the right of the buyer to recover liquidated damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the seller at the prevailing bank rate of interest.

The buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the seller.

39)Integrity Pact(IP):

Vendors/Bidders/sellers, only those who commit themselves to IP with HAL would be considered competent to participate in the bidding process. In other words, entering into this pact would be a preliminary qualification.

Signed IP(as per the HAL format only) to be submitted along with the technical bid . Technical Bids will not be evaluated and quote will be rejected in case vendor does not commit to IP. Signed IP to be submitted in Plain bond paper only.

IP should cover all phases of the contract i.e. from the stage of Notice Inviting Tender (NIT) / Request For Quotation (RFQ) till the conclusion of the contract i.e. the final payment or the duration of warranty / guarantee.

Format of IP is attached in Annexure - V & VI for strict compliance. Vendor can select either standalone IP or Omnibus IP for signing with HAL and submitting the same along with the Technical bid.

The following IEM(Independent External Monitor) has been appointed by HAI., who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

Shri.Ramachandran Venkataramani

Contact no:080-42040100

Mobile no:+91-9731222888

Email id:ramkama19805@rediffmail.com/ramkama19810@gmail.com

It may kindly be noted that all clarification/query/status w.r.t tender may be forwarded to the following contact point and not to IEM except query related to IP:

Mr.Shantanu Nath,

Deputy Manager(Purchase)

Mail Id:shantanu.nath@hal-india.com

Contact no:+91-40-23870073



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Annexure - I

TECHNICAL SPECIFICATION FOR HOT, COLD, HUMIDITY & ALTITUDE (CATH) WALK-IN CHAMBER

1) DESCRIPTION:

Hot, cold, humidity and altitude walk-in chamber consists of basic chamber with workspace along with touch screen control panel and monitoring system for environmental testing of avionics systems. Work space/Test space volume: 14000 Liters (Minimum).

2) TECHNICAL DATA:

i) Performance range for temperature testing at atmospheric pressure:

Temperature range: -70°C to +100°C with fluctuation limit (in time) ± 1 °C, with average rate of cooling not less than 2.5°C per minute (with load of 800Kg) and average rate of heating not less than 3°C per minute (with load of 800Kg).

ii) Performance range for humidity testing:

Relative Humidity range: 40% to 95% with accuracy $\pm 3\%$.

Temperature range at which humidity may be tested: +20°C to +80°C

Temperature deviation, in time Max.: ± 1 °C

iii) Performance range for vacuum testing:

Ambient pressure to 30 mbar pressure with fluctuation limit ± 1.5 mbar. 30m bar from the ambient pressure to be reached within 1 hr. Capable of reaching -20 °C at 30 mbar pressure.

iv) Uniformity in the space & uniformity in the rate of change to be maintained for the performance ranges such as temperature in the entire work space of chamber. –

v) Weight of the equipment to be placed in the chamber is up to 800 kg. Size of the equipment is 2500mmW x1200mmD x1200mmH approx.

vi) Water cooled condenser system: Water cooled condenser with suitable chiller to be provided and integrated with the chamber with an interlocked operation.

vii) Corrosive free material to be used for inner and outer chamber construction.

viii) Chamber should start automatically in the event of power failure and restore.

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RFS no: HAL/HP/CAP/583/CAPT&28 dtd. 07.03.2018

3) DIMENSIONS:

- i) Test space dimensions: Width (Minimum) 3500mm, Depth (Minimum) 2000mm, Height (Minimum) 2000mm.
- ii) Door: Door should be either sliding or foldable type, easy to operate with safety features.
- iii) Chamber design should be of walk-in type.
- iv) Chamber external height should not be more than 3 meters.

4) CONTROLLER AND MONITORING SYSTEM:

- i) Colour Touch screen panel size should be 5 inch. or bigger. Colour Touch screen control panel is to be fixed to the chamber. Touch screen panel and controller catalogue to be provided along with quotation.
- ii) Ethernet port (using TCP/IP comm.) interface to connect and operate the chamber from PC.
- iii) Suitable operating software which has features to create, monitor, manage and print test profiles to be provided. This should be compatible with standard windows operating system. –
- iv) PC (latest configuration, 17" flat screen monitor, 1KVA UPS) to be provided with pre installed software to control the chamber. Color Laser Jet Printer to be provided.
- v) Touch panel should show chamber running data including graph for one month data history.
- vi) Chamber should be able to run the test profile loaded from the PC and switch ON/OFF the chamber via PC.
- vii) Data cable should be provided to connect the chamber to PC.

5) ENVIRONMENTAL:

- i) Environmental friendly (CFC free) refrigerant R404A/ R23 etc. to be used in the compressors.
- ii) Noise level less than 75db.at a distance of 1 mtr.

6) UTILITIES:

- a) Port holes of 60mm Dia. Qty. 2 no. (Both sides of the chamber) with suitable sealing plugs with clamps to be provided. Port holes of 200mm Dia. (one number on both side at a height of 550mm from the chamber floor level) with 4 bolts fitted at 90 deg. near the port holes to the

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inside wall of the chamber to be provided. (Vendor may visit HAL and see the existing setup before delivery of the chamber).

b) Viewing window of 20X20cm or bigger, multi panes glass window to be provided with suitable heaters to provide visibility of test unit during all tests.

c) Chamber should have interior inspection lamp.

d) Protection against condensation on the test specimen (details of protection technology to be specified).

e) Full set of tool box (contains all the tools to maintain the chamber) may be provided from a reputed company.

f) Thermal protection suite head to toe may be provided (2 sets)

7) SAFETY PROTECTIONS:

a. MCB for mains and individual circuit for over current protection.

b. Over temperature safety cut off.

c. Overload protector for compressor and Motor.

d. MCB and relays for heaters.

e. HP/LP auto cut off protection for compressors.

f. Over/ under voltage protection for the controller.

8) CONTROL AND PROGRAMMING:

a) Controller should be able to handle all the functions necessary for control programming and communication with PC. It should coordinate, monitor all functions and provide information on operating failures.

b) Programming memory: 100 programs (minimum).

c) Program controller: Start parameters for the program: immediately, delayed, real time, pause-

9) PID CONTROLLER:

a) Program cycles: max 9999 –

b) Password protection: two levels to prevent accidental settings

c) Limit value monitoring system: for temperature

d) Diagnostic system: Information on operating times and possible operating failures, diagnostic display monitor parameters, gas pressures, input/outputs, help menu, alarm history.

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10) UTILITIES PROVIDED BY HAL:

The following utilities will be provided by the HAL.

- a. Input electric power supply: 415V±10%, 3 phase, 50Hz, 4 Wire AC
- b. Water supply: Industrial/Municipal water
- c. Compressed air pressure Max.: 7 bar

11) DOCUMENTATION:

The following manuals soft copy and hard copy, 2 sets (in English) to be provided.

- i) Operation and programming manual-
- ii) Maintenance manual and spare parts list -
- iii) Circuit drawings, Electrical wiring & machine assembly drawings -
- iv) Preventive maintenance check list, guide lines, trouble shooting charts -

12) ACCEPTANCE TEST AND INSPECTION:

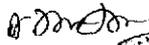
Inspection schedule for acceptance covering relevant standard should be enclosed along with the quotation. Besides above ten continuous sequential temperature cycles in thermal change from -60°C to +85°C, 10 days of 40degC-95%RH, 25degC-95%RH and 30mbar at -20°C for 30 min. to be conducted at HAL after installation & commissioning for acceptance.

13) TRAINING:

During commissioning supplier's engineer should provide training on the equipment for its operation, programming and maintenance.

14) ELIGIBILITY CRITERIA:

- a) Vendors who have earlier supplied 14 cu.m or bigger walk-in chambers with testing parameters like hot, cold, RH& Vacuum only can quote. Vendor to provide the details of chamber, list of Customers along with contact details. HAL reserves the right to contact and physically verify with your customers for feedback on performance of chambers and service support. Offers will be rejected if information is found incorrect/ false.
- b) Vendor should have established service support in India for the past 3 years. List of the service engineers and service centres to be provided.
- c) Specification test reports of the requested chamber capacity or higher capacity to be



submitted.

d) Vendors are requested to quote only their standard/proven product to our requested capacity or higher. Brochure/ catalogue against that model should be supplied along with the quote. Furnish the information of customers along with contact details to whom the quoted model is supplied. Performance certificate/AMC report from previous customer against the quoted model to be provided along with Technical Bid.

e) Vendor should confirm the service support for the next 15 years from Indian service team.

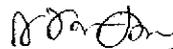
f) In case OEM authorises any agency/subsidiary for sales/after sales service, no. of years of agency/subsidiary association with OEM to be submitted with suitable evidence. –

15) Installation & commissioning: Installation & commissioning to be done by the vendor at HAL, Hyderabad.

16) Spares: Minimum Spares for 5 years of trouble free operation to be quoted by the vendor separately and this cost will not be added to the chamber cost while finalising L1. HAL reserves discretion for purchase of spares

17) Warranty: 1 year- Vendor may quote extended warranty for 1 year additionally as an optional –

18) Note: On receipt of the order vendor has to submit/provide installation requirements like air, water, electrical power, space etc. in advance to HAL.



Annexure - II

Format of Bank Guarantee towards Earnest Money Deposit (EMD)

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 _____, 2014

For the Bank of _____
(Agent /Manager)

ANNEXURE - III

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/ Contact/ Order, the contractor/ Supplier is required to furnish a Performance Bank Guarantee for _____ (indicate the amount in Rs / Foreign Currency) _____ (Only) towards the due fulfillment 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 up to _____ (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 up to 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)

Annexure - IV

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
fulfillment 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 effecting 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 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 up to _____ (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)

Omnibus IP Ref. No.:.....

Omnibus Integrity Pact

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore – 560 001, India represented by General Manager / Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Stores and / or Services and / or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services and / or Works.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "Parties", as the context may require.

3. Preamble

3.1 Buyer proposes to procure herein referred Stores / or Services and / or Works and the Bidder/Seller is willing to offer / has offered / will offer the Stores / or Services and / or Works under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of all such items/products/Stores and / or Services and / or Works including and the Bidder / Seller is one amongst several Bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process.

3.2 Buyer has decided that an Omnibus Integrity Pact (Omnibus IP) can be signed with Bidder/Seller, which will avoid taking multiple approvals, from both sides for signing IP for individual tender / contract. Bidder/Seller and Buyer are entering into this Omnibus IP for covering all tenders / contract / agreements / Purchase Order etc., between the Bidder/Seller and Buyer within its ambit.

3.3 The Buyer values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/or Seller(s).

3.4 In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s)/Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s)/Seller(s) the same information and will not provide to any Bidder(s)/Seller(s) confidential / additional information through which the Bidder(s)/Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) / Seller(s).

5.1 The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/Seller(s) will not enter with other Bidders/Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Omnibus IP by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

5.3 The Bidder(s)/Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the Buyer that the Seller/Bidder 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 / or Services and / or Works referred to in tender / offer / contract / Purchase order to which this Omnibus IP applies 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 tender / contract / purchase order to the Seller/Bidder; 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/Bidder 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/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of the respective contract / purchase order, the Seller/Bidder 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/Bidder who shall in such event be liable to refund to the buyer, all Agency Commission payments to the Buyer made by the Seller/Bidder 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 or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the signing of the Omnibus IP with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 & Clause 6, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

- i) To disqualify the Bidder / Seller in the tender process & exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5.4, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD / Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder/Seller to the extent of the undelivered Stores and / or Services and / or Works.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/Seller or of an employee or a representative or an associate of a Bidder/Seller which

constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1 If the Buyer has disqualified the Bidder(s)/Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder/Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services and / or Works.
- 9.3 The Seller / Bidder shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller / Bidder 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).
- 9.4 In case of occurrence of violation of any clause of this Omnibus IP then the amount due under this Omnibus IP can be recovered by the Buyer from any Contract/Agreement signed with the Bidder/Seller to which this Omnibus IP is applicable.

10. Independent External Monitor(s)

- 10.1 The Buyer has appointed Independent External Monitor(s) for this Omnibus IP in consultation with the Central Vigilance Commission.
- 10.2 As soon as the Omnibus Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitor(s).
- 10.3 The Bidder(s) / Seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s).
- 10.4 If any complaint with regard to violation of the Omnibus IP is received by the Buyer in a procurement case, the Buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.
- 10.5 If the Independent External Monitor(s) need to peruse the records of the Buyer in connection with the complaint sent to them by the Buyer, the Buyer shall make arrangement for such perusal of records by the Independent External Monitor(s).

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Omnibus IP.

11. Law and Place of Jurisdiction

This Omnibus IP is subject to Indian Laws and exclusive Jurisdiction of Courts at Bangalore, India.

12. Other Legal Actions

The actions stipulated in this Omnibus IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force, relating to any civil or criminal proceedings.

13. Omnibus IP Duration

13.1 This Omnibus IP shall come into force from the date when both parties have legally signed it and the validity of this Omnibus IP shall be for ----- (upto 5 years) with an applicability to all tenders /orders /contracts / agreements which are executed by the respective Bidder/tender issued/executed during the existence of this Omnibus IP.

13.2 In addition to above, the validity of the Omnibus IP for respective Tender/order/contract/agreement shall remain valid upto six months from declaration of unsuccessful Bidder. Further, for successful Bidder, validity of this IP shall survive upto 12 months from making last payment w.r.t the respective Tender/order/contract/agreement.

13.3 Further, if the Contract/Agreement covered under this Omnibus IP is extended/renewed for any period then this Omnibus IP shall also be deemed extended/renewed for such period of extension/renewal.

13.4 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Omnibus IP as specified above, unless it is discharged / determined by CMD, HAL.

13.5 Should one or several provisions of this Omnibus IP turn out to be invalid, the remainder of this Omnibus IP remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidder(s)/Seller(s) signing this Omnibus IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

- 14.3 In view of the nature of this Omnibus IP, this Omnibus IP shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Omnibus IP shall be deemed to assure the Bidder/Seller of any success or otherwise in the tendering process.
15. This Omnibus IP is signed with HAL exclusively and hence shall not be treated as precedence for signing of Integrity Pact / Omnibus IP with MoD or any other Organization.
16. The Parties hereby sign this Omnibus IP at _____ on _____ (Bidder/Seller) and at _____ on _____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

Executive Director/General Manager
Hindustan Aeronautics Ltd.,
.....Division

Authorized Signatory (*)

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the company / authorized person who has signed the offer.

Tender Ref. No:.....

Integrity Pact (Standalone)

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore – 560 001, India, acting through itsDivision, represented by General Manager / Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Stores and / or Services and / or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services and / or Works.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / Services / Works etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s) / Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s)/Seller(s).

5.1 The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission

of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

5.3 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder 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 and / or Services and / or Works referred to in this tender / 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 tender / contract / purchase order to the Seller/Bidder; 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/Bidder 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/Bidder 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/Bidder 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/Bidder who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller/Bidder 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 or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

- i) To disqualify the Bidder / Seller with the tender process & exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD / Advance Bank Guarantees / Performance Bonds/Warranty Bonds, etc. which may have been furnished by the

Bidder/Seller to the extent of the undelivered Stores and / or Services and / or Works.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services and / or Works.

9.3 The Seller / Bidder shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller / Bidder 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).

10. Independent External Monitor(s)

10.1 The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.

10.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitor(s).

10.3 The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s).

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.

10.5 If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s).

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 12 months after the last payment under the contract, and for all other unsuccessful Bidders / Sellers within 6 months from date of placement of order / finalization of contract against this tender.

13.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by CMD, HAL.

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with HAL exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16. The Parties hereby sign this Integrity Pact at _____ on _____ (Bidder/Seller) and at _____ on _____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

Executive Director/General Manager
Hindustan Aeronautics Ltd.,
.....Division

Authorized Signatory (*)

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the company / authorized person who has signed the offer.