**HINDUSTAN AERONAUTICS LIMITED**

**Conditions of Tender Foreign**

(These General Terms and Conditions shall apply to the extent that they are not superseded by provisions of the Specifications of the Equipment.)

**1. Price:**

a) The bidder is required to indicate prices against individual items. Prices quoted should be in the currency of the country of supply.

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

c) Bidders to confirm that: (As applicable)

i. The prices quoted are the lowest export price and is the same as they would normally quote to Govt. Department.

ii. The price is in terms of the appropriate clause of the License Agreement. (Where License Agreement is in vogue).

d) Price quoted should be net FOB / FCA, export packed / FAS Vessel with no extra charge whatsoever.

e) (Optional Clause: Bidder should indicate separately cost of services rendered in India if any.)

f) If, for special reasons, bidder prices are Ex-Works or F.O.B. plant, bidder must prepay inland transportation’s. Port dues and shipment charges up to F.O.B. vessel at port of shipment and claim this amount of actual along with the price of the goods through bank. 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 IGST on Service portion (Service performed in India by Foreign vendor), payable in India.

b) **Withholding Tax** (If applicable).

i) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the bidder on deduction of such amounts, if applicable.

ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to enable the bidder to claim the benefit under DTAA.

iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.

3) **Quantity:**

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.

c. For the Raw materials (in forms of bar, sheet, wires etc) (applicable for RFQs for raw material) Qty. tolerance } 10% acceptable.

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 & Time for submission of quote is **08/01/2019 - 14:00 hrs**

8) **i) Submission of Tender:** 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. Unsigned copy of bid received through post / courier will not be considered.

The bid to be addressed to Kind Attn.: Mr. A.K. NAYAK, Hindustan Aeronautics Limited, Aerospace Division, Post Bag No.7502, New Thippasandra Post, Bangalore-560075, Karnataka, India.

ii) Unsigned offers will not be considered in Limited / Open tender.

iii) Submission of tender in two bid system - **In response to tender in two bid system, the bidders are required to submit technical bid and commercial bid separately, as per the format asked.** 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.

iv)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.

iv) Bid received with technical bid and commercial bid in open condition inside one envelope will be rejected.

v) **Submitting only one bid with rates and the 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 **09/01/2018 -13:00 hrs** at IMM Dept, Aerospace Divn, HAL, Bengaluru-560 075. Bidders or their authorized reps. who are desirous to attend the tender opening may forward written confirmation with name of authorized person and designation prior to tender opening.

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 STATE BANK OF INDIA, HAL BRANCH/RESERVE BANK OF INDIA in India as on date of tender opening of TECHNICAL BID.

b. The tender will be evaluated on **TOTALITY L1**.

c. Bid with lowest price conforming to the specification will be considered for placement of order.

d. (Conditions to be included if required)

e. 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.

f. 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.

g. (Conditions to be included if required)

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.

h. (Conditions to be included if required)

To have parallel source of supply the order may be spilt to 2 or 3 sources subject to other bidders agreeing for L-1 price. The distribution of quantity among the bidders will be as per the proportion (to be decided by the tenderer) given below:

Qty. distribution among L-1 : L-2 in proportion x% : y% or

Qty. distribution among L-1 : L-2 : L-3 in proportion x% : y% : z%

i. Conditional discounts will not be considered in evaluation of tender.

j. 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 BENGALURU 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. (if applicable)

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 isrequired 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. Warranty:** Shall be as mentioned in ‘Tehnical Specification Cum Bid’ (Minimum) from the date of acceptance of items at HAL or more as per bidders policy. 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.

**15. 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.

**16. 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 delay in respect of service/labour part, 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% of labour/service cost, as our claim towards liquidated damages.

**In case of tenderers not agreeing for LD clause, the maximum LD amount / to the extent not agreed LD value, to be loaded in the Comparative Statement, to determine the successful bidder.**

**17. 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-totype, 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:

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

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

**18. Inspection:** as per clause 12 of general terms and conditions of contract of HAL.

**19. 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’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.

**20. 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 licences and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export licence shall be entire responsibility of the vendor.

**21. 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.

**22. 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.

**23.** 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.

**24. Agents/Agency Commission**: The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or fi rm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether offi cially or unoffi cially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / fi rm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, fi rm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of fi ve years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer. 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

**25.** 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.

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

**27. 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.

**28.** 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.

**29. PERFORMANCE BANK GUARANTEE**: Vendor shall 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 the guarantee / warranty period from a bank of international repute. **In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer would be summarily rejected.**

**30) Earnest Money Deposit:**

a) EMD for a value of Rs. 3,00,000 OR equivalent amount in any FREELY CONVERTIBLE foreign currency (for foreign vendors) to be submitted in the form of DD/Banker’s Cheque/Pay Order/Bank Guarantee of Scheduled Bank/WIRE/SWIFT Transfer. EMD should be valid for 28 days beyond the validity of the bid. In case EMD is submitted in the form of Bank Guarantee, the same is to be submitted in the form of irrevocable Bank Guarantee from the scheduled Banks (or, in case of foreign suppliers, from Bank of International Repute) valid for 28 days beyond the validity of the Bid. EMD can be sent through SWIFT / Wire Transfer to HAL Account No. (as indicated below).

**HAL Account Details** (for Direct Transfer by swift/wire/NEFT/RTGS):

* + 1. Beneficiary Name: Hindustan Aeronautics Limited
    2. Bank Name: State Bank of India
    3. Branch Code no: 1114
    4. Branch MICR no: 560002018
    5. Account Type: Cash Credit
    6. Branch Account no: 10918220679
    7. SWIFT: SBININBB147
    8. IFSC Code: SBIN0001114

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 within 15 working days of completion of technical evaluation or within 15 working days of determination of successful bidder (as the case may be).

f) EMD in original form should be enclosed along with the technical bid. Technical bid without EMD in original form will be rejected.

**g) EMD in original form will only be acceptable. Copies of EMD documents/instruments in Technical Bid not acceptable. The Bidders should indicate the reference & details of submission of EMD in their technical offer. In case WIRE/SWIFT transfers the transaction code is to be mentioned in the technical bid.**

**31) Risk Purchases:** The Supplier will supply quality items as per approved sample and also the quantity intended by the concerned Division in full as per terms and conditions of purchase order. In case the Supplier fails to execute the order either in terms of quality or in quantity, HAL reserves the right to procure from elsewhere at the risk and cost of the Supplier and any extra expenditure incurred due to this purchase is payable by the Supplier.

**32) EXIT CRITERIA**: i) The contractor / 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 01 month’s advance notice without any financial implication to HAL. Notwithstanding the foregoing, 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 05 years.

b) If there is change in the Customer requirement, contract shall be terminated with 01 month’s 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 01 months.

e) Based on the decision of the Arbitration Tribunal.

ii) In the event of termination of contract by either party the supplier shall ensure the following:

IPRs are transferred to HAL to enable HAL to proceed on the work with other suppliers. Suppliers also will render all assistance till the other suppliers fully take over the balance work.

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.

Supplier shall ensure supply of products and its components / spares at least for a period 10 years from the date of such termination”.

**33) SECURITY DEPOSIT:**

1. Wherever applicable the successful vendor, shall have to deposit 5% of the value of the 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 demand draft or bank guarantee in a prescribed format of H.A.L from a scheduled bank in India / bank of international repute (for Foreign vendors), valid up to 60 days after the completion of contract period/last supply. This Security Deposit will bear no interest and will be returned only after the contract is completed to the entire satisfaction of H.A.L.

In case, quotes received without indicating the break-up details of GST, ED, VAT, Sales Tax etc. and order placed subsequently on composite value (without indicating break-up details of taxes & duties) then the Security deposit to be sought on the composite value (including taxes & duties)

b) In case the contract is not executed to the entire satisfaction of HAL the security deposit shall be forfeited, besides initiation of risk purchase action.

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

d) On due performance and completion of the contract in all respects, the security deposit will be returned to the vendor, without any interest, on presentation of absolute “No Demand Certificate” and upon return in good condition of any specifications, drawings, samples or any other property belonging to the purchaser, which may have been issued to the vendor.

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

**34) INTEGRITY PACT**:

1. Bidder shall submit duly signed Integrity Pact in original, strictly as per the format (without any deviation) enclosed with the Tender. Bidders not complying with this are liable for rejection and their bids will not be considered for evaluation.

b. In case of two bid system, the bidder is required to submit the signed pre-contract IP as part of technical bid. Signed IP in original should be forwarded to Aerospace division along with the offer and not to IEM.

c. If IP is not submitted along with the quotation / submitted with deviation by the bidder, HAL-Aerospace Division may take-up with such bidders for submission of IP / submission of IP as per HAL format. The duration for submitting the IP / revised IP as per HAL format can be allowed up to a maximum period of 15 days from the date of opening of technical bid (two bid) and before opening of price bid. In case the IP is not received within the period specified above, the bid will be rejected.

d. You are requested to submit the IP after signature by he authorized official on plain bond paper (not on your letter head).

e. IEM is appointed by the Central Vigilance Commission, a statutory body and not by HAL. Integrity related issues should be forwarded to IEM.

Name, Mobile No. & email ID of the IEM is as follows:

Name: Shri Ramachandran Venkataramani, Mobile No.: +91 97312 22888

email ID: **vrchandran2018@gmail.com**

f. The bidder may approach the IEM nominated only for integrity related issues. Bidders may seek clarification on specific Tender related queries online only from the following contact details within the specified period.

Address of the Division / Dept: Aerospace / IMM

**Shri A.K.Nayak, Chief Manager (IMM), AEROSPACE DIVISION, HINDUSTAN AERONAUTICS LIMITED, NEW THIPPASANDRA POST, BANGALORE – 560075. PHONE: + 91 080 – 22315641/540, FAX: +91 080-22312603. MOBILE: +91 –9448229659.**

**E-mail:** [**imm.aerospace@hal-india.com**](mailto:imm.aerospace@hal-india.com)