बिड संख्या/Bid Number: GEM/2026/B/7308716

दिनांक /Dated: 03-03-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Hindustan Aeronautics Limited (hal)
कार्यालय का नाम/Office Name	**********
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply, installation, commissioning, program development and prove out of Data Acquisition system fo
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DATA ACQUISITION SYSTEM FOR VARIOUS FURNACES FOR INDUSTRY 4.0 APPLICATION.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Theft Proof Rifle Racks
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Printed Circuit Board • Business Intelligence and Data Analysis Software (V2) • Digital Data Logger
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/**ITC available to buyer**	Yes
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	75000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
HINDUSTAN AERONAUTICS LIMITED
HAL-Engine Division Koraput, Department of Defence Production, Hindustan Aeronautics Limited (HAL), Ministry of Defence
(Engine Division Koraput)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is

validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

VENDOR COMPLIANCE - 1772429842.xlsx

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	**प्री-बिड स्थान/Pre-Bid Venue**
23-03-2026 10:00:00	HINDUSTAN AERONAUTICS LIMITED ENGINE DIVISION KORAPUT SUNABEDA PIN-763002

Supply, Installation, Commissioning, Program Development And Prove Out Of Data Acquisition System Fo (1 set)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	**जीएसटी उपकर कर क्रेडिट /ITC on GST Cess**
100%	100%

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	1	168

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   SPECIAL CONDITIONS

   1. Offers received from **bidders with same IP address will be treated as "rejected"** and will not be considered for evaluation.

   2. Bidders are requested to submit following Supporting Documents confirming to their Bank Account details. In case of non-receipt of such supporting documents to Purchase Department within 15 days of ' Bid Submission Date' indicated in the RFQ, the bid may be liable for rejection.

      i) Supporting Documents for Bank Account Details:

      ii) Bank Mandate form, cancelled cheque or Bank Statement duly authenticated by the Bank.

      iii) Screenshot of the Bank Account Details of the bidder as uploaded in GeM portal.

      iv) **Please provide completed self-declaration format at ATC.**

   3. Original Ink Signed Invoice copy and Original Ink Signed EPS mandate form/Original Cancelled Cheque is required for Payment Purpose. In the event of non-submission of any of the above documents payment will be withheld as per the policy of HAL.

   4. At the time of Invoice generation, the GST number and PAN number of the L1 bidder and Buyer (HAL) should d be indicated. GST Number: 21AAACH3641R1ZJ and PAN Number: AAACH3641R of HAL, Engine Division-Koraput may be noted. The vendor must submit invoice mentioning the GST number and PAN number of their company as well as HAL, Engine Division as per Government of India guidelines.

   5. HAL PO No. will be communicated after release of GeM Contract to the L1 bidder, separately. The same has to be superscripted (Indicated) in Consignment and invoice copy, along with GeM Contract No. for easy identification of consignments, at HAL Engine Division Koraput premises.

TENDER DUE DATE EXTENSION:

1. This tender is enabled for auto due date extension by GeM.
2. Bidders are requested to participate within the specified bid date and time.
3. Request for due date extensions are not entertained in general.
4. Bidders seeking extension to tender due date due to unavoidable extraordinary circumstances must s ubmit a formal request to the buyer at least seven (7) days before the due date, with appropriate justi fication in support of such extension. However, due date extension shall be at the discretion of HAL an d subject to approval by Competent Authority. Requests for due date extension beyond this timeline may not be considered.

ADDITIONAL GENERAL TERMS AND CONDITIONS

1. E-INVOICE

i) Only e invoice will be considered as valid invoice (Ref Rule 48(5) of GST Rule 2017) if the turno ver of the supplier exceeds Rs. 5 Crs. (As per PAN) in any preceding Financial Year.

ii) In case of non-submission of invoice, kindly provide copy of your balance sheet/ITR of precedin g year indicating your turnover as less than Rs.5 Crs.

2. EARNEST MONEY DEPOSIT (EMD): Format of Bank Guarantee for EMD is attached at attached AT C document.

Address for sending the Original Bank Guarantee for EMD as per HAL Format is:

To,
DGM-IMM (COMMERICAL)
Purchase Department,
HAL Engine Division,
Sunabeda-763002 Odisha.

Note: Bank Guarantee to be submitted and forwarded on Non-Judicial Stamp Paper of mini mum Rs. 100/-

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

The bid security may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draf t, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or p ayment online in an acceptable form, safeguarding the purchaser’s interest in all respects.

EMD furnished by the successful bidder may be appropriated for Security Deposit or Performance Gua rantee for the Warranty period.

The validity of the EMD as per EMD format in attached ATC may be kept to 225 days (180+45) from Bi d Opening Date to avoid any further inconveniences.

Please refer General Terms and Conditions of this BID for EMD submission/clarifications.

i) In case EMD is submitted as Bank Guarantee, the same is to be submitted in the form of irrevoca ble Bank Guarantee from the scheduled Banks (or, in case of foreign suppliers, from Bank of Inter national Repute) (Format of Bank Guarantee enclosed). EMD in the form of hard copy in original t o be sent by post/ courier /personal delivery to reach the Division prior to the scheduled closing ti me for the tender.

ii) In case WIRE/SWIFT transfers the transaction code is to be mentioned in the technical bid.

iii) In case the original EMD document does not reach tender issuing authority within 5 working days of bid opening, the offer will not be considered for evaluation.

iv) EMD should be submitted along with Technical Bid/Offer. The Bidders should indicate the referen

ce & details of submission of EMD in their technical offer. In case technical bid does not contain a ny instrument towards EMD**, offer will be considered as unresponsive and rejected.**

v) Bidders seeking exemption from submission of EMD as per Govt. of India directives (such as MSE s, Startups (recognized by Department of Industrial Policy and Promotion (DIPP), Ministry of Com merce and Industry), etc.) must submit certified copy of GOI's authority for such exemption in lie u of EMD. **Criteria for exemption from submission of EMD shall be as per prevailing Ge M GTC.**

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

vii) Bidders are required to provide RTGS/ Bank details in their offer for returning of EMDs. However, if retender is resorted due to withdrawal of offer by L1 bidder, then the EMD of the L1 bidder will not be refunded.

viii) The EMD shall be refunded to the unsuccessful bidder within 15 working days in various stages o f disqualification of the bid i.e., tender open stage, pre-qualification/ technical evaluation stage a nd identification of L-1 stage.

3. Supporting Documents for EMD EXEMPTION:

i) **MSE** bidders seeking EMD exemption must be **MANUFACTURER** of tendered/offered product a nd mandatorily submit a specific confirmation **(refer self-declaration at ATC)** to this effect at t he time of bid submission and claim EMD exemption.

ii) The vendor who seek exemption of EMD amount, must provide supporting documents to avail E MD exemption, otherwise the offer will be rejected on the basis of non-submission of EMD amoun t. Please refer the guidelines for EMD exemption in the uploaded ATC documents page number 9-10.

iii) The vendor who submit EMD amount, must provide original ink signed EPS mandate form, duly c oordinated by authorized banker, by speed post to the address mentioned below, in order to retu rn the EMD amount timely after technical & commercial evaluation in gem portal:

DGM-IMM (COMMERCIAL) HINDUSTAN AERONAUTICS LIMITED ENGINE DIVISION, KORAPUT SUNAB EDA-2 KORAPUT, ODISHA PIN- 763002.

iv) EMD submission may be done through state bank collect. Hence, those vendors who wish to sub mit EMD through online submission, they are requested to submit the EMD amount through State Bank Collect facility with GEM Bid no. a step by step procedure to submit EMD through SBI collect is also provided in attached atc documents. hence please go through the documents.

v) Format **for EPS Mandate Form is attached at uploaded document in ATC.**

vi) **NOTE:**

- Micro and Small Enterprises (MSE) get benefits such as issuance of tender sets free of cost, exemption from payment of Earnest Money Deposit (EMD) and reserving quantity of minim um 25% as L1+15% purchase preference (i.e. opportunity to match with L1 price provided MSE price is within L1+15%), where L1 is a non-MSE vendor.
- For MSMEs & Start-ups, there is relaxation in Prior turnover criteria and Prior experience cri teria, except the goods required for public safety, health, critical security operations and e quipment etc.
- Supplier to confirm category (a) Women (YES/No), (b) SC/ST (Yes/No).

4. PERFORMANCE BANK GUARANTEE: Vendor shall furnish a Performance Bank Guarantee as per H AL's format (enclosed) for 5% of order value (to be calculated only on basic cost excluding taxes & du ties, if such details are furnished separately in the bid submitted) valid till end of the guarantee/warra nty period from a scheduled bank in India/ Bank of international repute (for foreign vendors) from the date of acceptance.

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

Performance Bank Guarantee to be submitted as per HAL's format attached in ATC document/ or dire ctly remitted to our Bank as per Bid document.

Format for Bank Guarantee for Performance/Warranty is attached at ATC document.

Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Deman d Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or o nline payment in an acceptable form safeguarding the purchaser’s interest in all respects.

5. **ADDITIONAL DOCUMENTS:** All relevant documents / information linked to the tender specified only to be uploaded. Vendors should refrain from uploading huge amount of irrelevant documents. The ten der documents should be as precise as possible and should be specifically or exclusively related to th e tender.

6. **TReDS:** " HAL is registered on TReDS platform (Trade Receivables Discounting Systems), as being pr omoted by GoI directive. It is suggested that all the MSME vendors to take note of the same and consi der for registering on any TReDS platform and avail the platform services which is being made availab le as per the Government initiative.

7. **INFORMATION FOR EXTERNAL PROVIDERS:** Vendor should apprise their people for their contribu tion to product or service conformity, their contribution to product safety, importance of ethical behav ior.

8. **RETENTION OF RECORDS:** - Records shall provide objective evidence of inspection with applicable drawings and specifications. Unless specifically mentioned in the purchase order, the supplier shall ret ain all applicable records like test reports, traceability records etc at least for 10 years. Records shall i nclude corrective actions taken wherever applicable.

9. **CONFIDENTIALITY: -** For the purpose of this Tender/ Contract/ Agreement, the Bidder/ Contractor/ S upplier shall not store, copy or disclose HAL’s data and information whether in written, machine reada ble or other tangible form or disclosed orally, that is of value to HAL. Also, Bidder/Contractor/Supplier agrees to use HAL’s data only for the purpose under this Tender/Contract/ Agreement, restrict disclos ure to any other person or entity or third party and shall safeguard the provided data including from c yber security risks etc. Bidder/ Contractor/ Supplier should promptly return HAL’s data in original med ia and should not keep HAL’s data, within 90 days upon expiry of Tender / Contract/ Agreement or early termination of Contract/Agreement and certify that HAL's data has been deleted permanently.

   Non-adherence to this confidentiality clause by the Bidder/Contractor/Supplier shall be treated, as a material breach of this Tender/Contract/ Agreement. The provisions of this clause shall survive and re main in force notwithstanding the termination or expiry of this Contract/ Agreement.

10. **COUNTERFEIT PARTS:** Seller represents and warrants that it has policies and procedures in place t o ensure that none of the supplies or materials furnished under this Purchase Order/contract are "cou nterfeit parts" and certifies, to the best of its knowledge and belief that no such parts have been or ar e being furnished to Buyer by Seller. "Counterfeit parts" are parts that may be of new manufacture, b ut are misleadingly labelled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labe lling, that are represented as new parts or any parts that are designated as counterfeit by any Govern ment/Authority under control, and If Buyer reasonably determines that Seller has supplied counterfeit parts to Buyer, Buyer shall promptly notify Seller.

11. **PAYMENTS:** 100% payment within 10 days after receipt, installation, commissioning, prove out and acceptance through RTGS/NEFT & Core Banking from the date of consignment receipt and acceptance certificate (CRAC) and tax invoices.

12. **LIQUIDATED DAMAGES (LD):** Timelines for Drawings submission, PDI call, Supply, Installation and commissioning (as applicable) to be adhered to, as specified in the Bid. In case on any delay at any st age Liquidated damages (LD) shall be applicable.

    LEVY OF LIQUIDATED DAMAGES: In case of any delay beyond the delivery period as stipulated in t he purchase order, the supplier has to pay Liquidated Damages @ 0.5% per week or part thereof on t he value of delayed supplies subject to a maximum of 10% of the order value (excluding taxes and du ties).

13. **RISK PURCHASE:** The supplier will supply quality items as per the quantity ordered in full as per terms and conditions of Purchase order. In case, the supplier fails to execute the order 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.

14. **REPEAT ORDER:** In case of additional requirement of ordered item within 12 months of supplies then, repeat order may be placed for the maximum ordered quantity with same terms & conditions as earlier purchased without any price escalation.

15. **FALL CLAUSE:** The price quoted shall be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the contractor reduces the sales price, s ells 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**.**

16. **DENIAL CLAUSE**: In case of any delay in delivery caused due to default of the vendor and during such delayed period if any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange arises then such additional amount/s is/are to be borne by the Vendor, apart from the payment of agreed Liquidated Damages. Besides HAL reserves its right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate, taken place during such delayed period, effecting the original agreed price.

17. **AGENTS/AGENCY COMMISSION**: (Note: 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). The vendor confirms and declares to the Buyer that the vendor is the original manufacturer or authorized distributor/stockist of original manufacturer or Govt. Sponsored/Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract/purchase order to the vendor; 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 vendor 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 vendor 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 vendor will be liable to refund that amount to the Buyer.

18. **Correspondence:**

    i) In case of any clarification kindly contact by email id: mksethihal@hal-india.co.in & with a copy to HOD Purchase department @ suvendu.das@hal-india.co.in.

    ii) Interested bidders may also seek clarification through telephone 06853-220226 on any working day (Monday to Saturday excluding public Holidays) within office hours (i.e. from 07:15 Hrs to 12:00 Hrs and 12:45 Hrs to 15:15 Hrs.)

.

4. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

5. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

HINDUSTAN AERONAUTICS LIMITED
ENGINE DIVISION
KORAPUT
SUNABEDA
PIN-763002
.

6. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

8. **Generic**

   Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

9. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

    Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

11. **Generic**

    1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. **Generic**

    Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
    i) The Seller fails to comply with any material term of the Contract.
    ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
    iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

13. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

14. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

15. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

16. **Ration Item ATCs**

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;**

and

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---