

**Annexure - 1**

**DEVIATION STATEMENT**

(To be filled by the TENDERER in their letter head and submit along with their Techno-Commercial (un-priced) Bid Document)

**Name of Tenderer / Bidder:** \_\_\_\_\_

1. Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS
2. Tenderer may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
3. Deviations and its justifications mentioned elsewhere in the offer shall not be taken cognizance by HAL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
4. Tenderer shall state the reasons for the deviations in the `Justification' column.
5. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the Tenderer.
6. HAL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.
7. Tenderer must upload this Deviation Statement along with their Techno-Commercial (Un-priced) Bid. If there is no Deviations, then the same should be uploaded stating '**No Deviations**'.

| <b>Sr. No.</b> | <b>IFT Clause No.</b> | <b>Terms &amp; Condition as per HAL Tender Document</b> | <b>Deviation</b> | <b>Justification by the Tenderer towards deviation</b> |
|----------------|-----------------------|---|------------------|--|
|                |                       |   |                  |  |
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|                |                       |   |                  |  |

**(Signature of authorized signatory of the TENDERER)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Seal:

Date:

**Annexure - 3**

**FORMAT OF BANK GUARANTEE BOND FOR PERFORMANCE 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. Whereas 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 immediately the amounts due and payable under this guarantee without any demur, merely on a written demand from HAL 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/yyyy) 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. The Bank Guarantee can be invoked by submitting the claim at \_\_\_\_\_ (Place of respective HAL's Division) any Branch of the issuing Bank.

11. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees .....

Only)

b) This Bank Guarantee shall be valid up to \_\_\_\_\_ (being the date of expiry of the guarantee) and

c) The Beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless

a written claim or demand is made under this Guarantee on or before \_\_\_\_\_ [       ]

((being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause 11 (b) above).

12. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

13. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank)

**Annexure - 4**

**FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY**

1. In consideration of the HIDUSTAN AERONAUTICS LIMITED \_\_\_\_\_ Division (hereinafter called as "HAL") on the first part and M/s \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee for the Request for Proposal/Quote for procurement of \_\_\_\_\_.

2. We \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay immediately to HAL on a written demand without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to 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.

4. The Bank Guarantee can be invoked by submitting the claim at (Place of respective HAL's Division) any Branch of the issuing Bank

5. Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees ..... Only)

b. This Bank Guarantee shall be valid upto \_\_\_\_\_ (being the date of expiry of the guarantee) and

c. The Beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before \_\_\_\_\_ [     ] ((being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause 5(b) above).

6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

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

Dated this day of 20\_\_.

For the Bank of \_\_\_\_\_  
(Agent /Manager)