



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5073881
Dated/दिनांक : 21-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-07-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-07-2024 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Hindustan Aeronautics Limited (hal)
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	30
Item Category/मद केटेगरी	52-8160-RING , 52-8161-O-RING , 52-8162-O-RING , 52-8163-O-RING , 52-8164-SOCKET-CABLE , 52-8165-O-RING , 52-8166-O-RING , 52-8167-O-RING , 52-8168-QUAD-RING , 52-8169-PHOTOTUBE
BOQ Title/बीओक्यू शीर्षक	SPARES FOR OPTICAL EMISSION SPECTROMETER
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	52-8160-RING
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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

52-8160-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	1	90

52-8161-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	3	90

52-8162-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	3	90

52-8163-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	3	90

52-8164-SOCKET-CABLE

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	1	90

52-8165-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	3	90

52-8166-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	5	90

52-8167-O-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	6	90

52-8168-QUAD-RING

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	4	90

52-8169-PHOTOTUBE

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	*****	*****KORAPUT	1	90

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

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

4. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.

5. **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.

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

7. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Note:-The offer of OEM M/s Thermo Fisher Scientific India Pvt. Ltd., Mumbai or Authorized dealer will only be acceptable.

TERMS AND CONDITIONS FOR THIS TENDER.

1) The payment will be released after receipt of your companies Original EPS mandate form dully signed by authorized person from bank, with bank seal/stamp / Original cancelled Cheque.

2) Hence you are requested to send the above mentioned documents addressing to CM (Purchase), Hindustan Aeronautics Limited, Engine Division, Koraput, Odisha. 763002

3) HAL will not responsible for delay of payment in the absence of original EPS mandate form / Original cancelled Cheque/Original Tax Invoice.

4) Your Invoice should contain all the details of your firm (i.e. GSTN, PAN, TAN etc.)

5) Supplier should submit e-invoice copy along with the supply, if your turnover is less than Rs.5 crores. Please submit the declaration certificate for turnover less than 5 crores.

6) 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.

7) 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, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. 4 / 6 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.

8) RETENTION OF RECORDS: - Records shall be provide objective evidence of inspection with applicable drawings and specification specifically mentioned in the purchase order, the supplier shall retain all applicable records like test reports, traceability records etc at least for 10 years. Records shall include corrective actions taken when applicable

9)CONFIDENTIALITY: - For the purpose of this Tender/Contract/Agreement, the Bidder/Contractor/Supplier shall not store, copy or disclose HAL's data and information whether in written, machine readable 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 disclosure to any other person or entity or third party and shall safeguard the provided data including from cyber security risks etc. Bidder/Contractor /Supplier should promptly return within 90 days HAL's data in original media and should not keep HAL's data, 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 remain 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 to ensure that none of the supplies or materials furnished under this Purchase Order/contract are "counterfeit parts" and certifies, to the best of its knowledge and belief that no such parts have been or are being furnished to Buyer by Seller. "Counterfeit parts" are parts that may be of new manufacture, but 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 labelling, that are represented as new parts or any parts that are designated as counterfeit by any Government/Authority under control, and If Buyer reasonably determines that Seller has supplied counterfeit parts to Buyer, Buyer shall promptly notify Seller.

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

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

13) WARRANTY: Minimum one year (1 Year) warranty (if applicable) or as mentioned in Tender to be provided for the supplied items from the date of receipt and acceptance of the materials at HAL site. Original Warranty certificate to be provided along with all other required documents.

14) You are requested to provide complete contact details along with email Id and contact person's name of your firm

15) In case of Earnest Money Deposit is asked to be deposited, EMD is to be deposited in the following bank details.

BANK ACCOUNT DETAILS:- ACCOUNT NAME: - HINDUSTAN AERONAUTICS LTD ENGINE DIVISION, KORAPUT BANK NAME: - STATE BANK OF INDIA ACCOUNT NO. :-10575415610 BRANCH NAME: - SUNABEDA BRANCH I.F.S.C CODE;- SBIN0001304 BRANCH ADDRESS:- H.A.L TOWNSHIP, SUNABEDA, KORAPUT, ODISHA-763002

THE VENDOR WHO WILL SUBMIT EMD AMOUNT, MUST BE PROVIDE ORIGINAL INK SIGNED EPS MANDATE FORM DULY COORDINATED BY AUTHORIZED BANKER BY SPEED POST TO THE ADDRESS MENTIONED BELOW INORDER TO RETURN THE EMD AMOUNT TIMELY AFTER TECHNICAL AND COMMERCIAL EVALUATION IN GEM PORTAL.

CM (PURCHASE) HINDUSTAN AERONAUTICS LIMITED ENGINE DIVISION, KORAPUT SUNABEDA-2 , ODISHA PIN-763002

HAL PREFERS EMD SUBMISSION THROUGH STATE BANK COLLECT, HENCE THOSE VENDORS WHO WISH TO SUBMIT EMD THROUGH ONLINE SUBMISSION, THEY ARE REQUESTED TO SUBMIT THE EMD AMOUNT THROUGH STATE BANK COLLECT FACILITY WITH GEM BID NO.

m) For any query please contact to the following details

i) krishna.chandra@hal-india.co.in

ii)imm-ed.koraput@hal-india.co.in or you can call on 06853-220210

16) AS PER GEM TERMS AND CONDITION FOR DUTIES & TAXES :

I) Offer Prices on FOR Destination basis. In GeM prices shall be on all-inclusive basis i.e. including of all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the 5 / 6 quoted price in the required price bid format shall furnished by the Bidder, before award of contract.

II) Statutory variation in the rate of GST, taking place between the date of award of contract and the original / revised delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before t

he Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

III) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

17) 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 minimum 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, interest amount should be calculated for beyond 15% Advance.

18) For MSMEs & Start-ups, there is relaxation in Prior turnover criteria and Prior experience criteria, except the goods required for public safety, health, critical security operations and equipment etc.

19) MSME "supplier to confirm category (a) Women (Yes/No), (b) SC/ST (Yes/No).

20) TReDS CLAUSE: - "HAL is registered on TReDS platform (Trade Receivables Discounting Systems), as being promoted by GOI directive It is suggested that all the MSME vendors to take note of the same and consider for registering on any TReDS platform and avail the platform services which is being made available as per the Government initiative."

21) ITR CLAUSE:- It is to intimate you that, if your firm previous year annual turnover is less than 10 cores, for supply of PO items & for payment processing against your invoice, submission of ITR(Income Tax Return) and balance sheet is to be produced However if your firm previous year annual turnover is more than 10 cores, then your firm is to produce e-invoice against supply of PO items for payment processing at our end.

22.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. The vendor 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 vendor 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 Secured Overnight Financing Rate (SOFR) for foreign vendor) and Marginal Cost of Funds-based Lending Rate (MCLR) of State Bank of India plus 2% per annum (for Indian vendor. The Buyer will also have the right to recover any such amount from any contracts/ Purchase order concluded earlier with Buyer.

23.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, take

n place during such delayed period, effecting the original agreed price.

24.ARBITRATION: All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the ICA/ICADR/IIAC and the award made in pursuance thereof shall be binding on the parties. The provisions of the arbitration and conciliation act 1996 or any statutory modifications thereof shall apply to such conciliation.

Disclaimer/अस्वीकरण

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.

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.

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

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./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।

---Thank You/धन्यवाद---