



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5728684  
Dated/दिनांक : 02-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-01-2025 14:30:00
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	108
Item Category/मद केटेगरी	Stainless Steel Dining Table With Fixed Chair (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
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
Arbitration Clause	No
Mediation Clause	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	40000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

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

**Beneficiary/लाभार्थी :**

ENGINE DIVISION, KORAPUT

Engine Division Koraput, Department of Defence Production, Hindustan Aeronautics Limited (HAL), Ministry of Defence

(Hindustan Aeronautics Limited)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

3. 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

### **Stainless Steel Dining Table With Fixed Chair ( 108 pieces )**

**(Minimum 50% and 20.01% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
MATERIAL AND MATERIAL THICKNESS	<b>Table top / Chair seat / bench seat material</b>	Stainless steel Grade 304 galvanized
	<b>Table top / Chair seat / bench seat thickness</b>	1.0 mm
	<b>Leg material for Table and Chair/bench</b>	Stainless steel Grade 304 galvanized
	<b>Wall thickness of Leg material (for Table and Chair/bench)</b>	1.0 mm
	<b>Support material for Table and Chair/bench</b>	Stainless steel Grade 304 galvanized
	Wall thickness of Support material (for Table and Chair/bench)	1.0 mm

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Backrest material for Chair/bench</b>	Stainless steel Grade 304 galvanized
	Backrest pipe wall thickness	1.0 mm
	<b>Table - Chair/bench attaching material</b>	Stainless steel Grade 304 galvanized
	Wall thickness of Table and chair/bench attachment	1.0 mm
Generic	<b>Product Configuration</b>	Provision for 8 - persons
	Design of Table	Rectangular
	Design of fixed Chair/bench	Round
	<b>Mode of supply</b>	Assembled Ready To Use
	<b>Table Foot rest</b>	All four sides along the width and depth both.
	Chair/bench Foot rest	No foot rest
	<b>Chair/bench back rest</b>	Without
	<b>Support for Table top</b>	Depthwise support
	<b>Number of support for Table top</b>	2 no.
	<b>Support for chair/bench seat</b>	Cross support
	Number of support for chair/bench seat	1 no.
	Number of Legs in table	4 - legs
	Number of Legs in chair/bench	Single pole
Dimensions	<b>Width of table ± 10 mm</b>	2130 for 8-seater
	Depth of table ± 10 mm	760 mm
	Height of table ± 10 mm	750 mm
	Table Leg size ± 2 mm	40 mm Dia
	<b>Chair/bench Leg size ± 2 mm</b>	25 mm x 25 mm
	<b>Size of support pipes/square sections (for table)</b>	20 mm x 20 mm
	<b>Size of support pipes/square sections (for chair/bench)</b>	15 mm x 15 mm
	Chair/bench seat width / Dia ±10 mm	300 mm
	Chair/bench seat depth ± 10 mm	300 mm

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Chair/bench seat height ± 5 mm	450 mm
FINISHING & PACKING	Packing	Bubble Sheet Packing.
WARRANTY	<b>Warranty Period</b>	3 - year
Certification	Test reports to be furnished to buyer on demand	Yes
	OEM of offered product is ISO 9001:2015 certified	Yes
	OEM of offered product is ISO 14001:2015 certified	No
	OEM of offered product is ISO 18001:2007/45001:2018 certified	No

**Additional Specification Parameters - Stainless Steel Dining Table With Fixed Chair ( 108 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification sheet is enclosed at Buyer Added bid Specific ATC.	Technical Specification sheet is enclosed at Buyer Added bid Specific ATC.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

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

**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	108	30

## **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**

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 %.

### **3. 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.

### **4. Generic**

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

### **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. 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.

### **7. Scope of Supply**

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

### **8. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Important term and conditions for the bid :-**

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1. Kindly confirm the acceptance of all technical specification ( as per uploaded bid specification) against part (s) and also upload sealed and signed copy of buyer specification sheet ( as uploaded in the bid) against the part (s) during submission of bid in GeM portal for further technical evaluation.

2. Your 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 and signed local content certificate.

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

4. HAL will not responsible for delay of payment in the absence of original EPS mandate form / Original cancelled Cheque with correct address of firm and correct address (as per GSTN), branch name of bank .

5. Kindly provide HSN code and GST rate of each part while submission of offer through GeM portal (check list attached for reference) and you will be sole responsible for indicating the HSN code and GST rate in the invoice while supply of goods as per submitted offer.

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

7. L1 bidder must submit original Tax Invoice mentioning the GST Number and PAN number (As per P.O) of their company as well as the HAL, Engine Division's GST No. 21AAACH3641R1ZJ and PAN No.AAACH3641R.

8. Local content certificate (indicate % of local content) on your letter head must be uploaded while bid participation.

9. E-INVOICE: Only e-invoice will be considered as valid invoice (Ref Rule 48(5) of GST Rule 2017) if the turnover of the supplier exceeds Rs. 5 Crs. (As per PAN) in any preceding Financial Year. In case of non-submission of e-invoice, kindly provide copy of your balance sheet/ITR of preceding year indicating your turnover as less than Rs.5 Crs.

10. Supporting Documents for EMD EXEMPTION:

a) The vendor who will exempted the EMD amount, must be provide supporting documents for avail EMD exemption otherwise your offer will be rejected on the basis of non-submission of EMD amount.

b) The Vendor Who Will Submit EMD Amount, Must Be Provide Original Ink Signed Eps Mandate Form Duly Coordinated By Authorised Banker By Speed Post To The Address Mentioned Below In Order To Return The EMD Amount Timely after Technical & Commercial Evaluation In Gem Portal.

DGM (PURCHASE)

HINDUSTAN AERONAUTICS LIMITED ENGINE DIVISION,

KORAPUT SUNABEDA-2 KORAPUT,

ODISHA PIN- 763002

10. HAL prefers EMD submission through STATE BANK COLLECT. Hence, all eligible vendors requested to submit the EMD (for value of Rs. 40,000.00) through online (State Bank Collect mode) indicating the tender /GeM bid No. and date as reference.

11. In case of any queries, please contact to the following details.

Contact No.:- 06853-220295 or 06853-220220 (Extension 2794)

E-mail id :- dadan@hal-india.co.in.

Bid Specific Additional Terms and Conditions:

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**1.NOTE:**

Micro and Small Enterprises (MSE) get benefits such as issuance of tender sets free of c

ost, 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, 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. Supplier to confirm category (a) Women (YES/No), (b) SC/ST (Yes/No).

**2.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 tender documents should be as precise as possible and should be specifically or exclusively related to the tender.

**3. TReDS:**

" HAL is registered on TReDS platform (Trade Receivables Discounting Systems), as being promoted by Govt. of India. 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."

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**4.FALL CLAUSE:**

The price quoted shall 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. 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.

**5.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 respective orders. 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.

**6.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 retain all applicable records like test reports, traceability etc at least for 12 years. Records shall include corrective actions taken when applicable

**7.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 an



y 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.

In the development orders, where technical inputs/assistance is provided to the vendors, the Intellectual Property Rights (IPR) will rest with HAL. Vendor will not directly deal with HAL's customer for these items.

### **Confidentiality clause for Data Sharing with Sub-contractors:**

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.

### **8. INFORMATION FOR EXTERNAL PROVIDERS:**

Vendor should aware their people for their contribution to product or service conformity, their contribution to product safety, importance of ethical behavior.

### **9.TERMS OF PAYMENT: (for MSMEs Vendors)**

HAL is registered on TReDS platform (Trade Receivable Discounting Systems), as being promoted by Government directives. It is suggested that all the MSME Vendors to take note of the same and consider for registration on any TReDS platform and avail the platform services which is being made available as per Government initiative.

### **10.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.

### **11.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.

## **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).

## **13. 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.

## **14.AGENTS / AGENCY COMMISSION:**

The vendor confirms and declares to the Buyer that the vendor 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 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 vendors) and Marginal Cost of Funds-based Lending Rate (MCLR) of 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.

## **15.EARNEST MONEY DEPOSIT (EMD):**

**Format for Bank Guarantee for EMD is attached at ATC**

The Bidders should indicate the reference & details of submission of EMD in their technical offer.

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

To,

DGM (Purchase)

Purchase Department,

HAL Engine Division,

Sunabeda-763002 Odisha.

a) Note: Any Bank Guarantee to be submitted and forwarded on Non-Judicial Stamp Paper of minimum Rs. 100/-

EMD will not carry any interest for the period it is retained with HAL. EMD shall be forfeited if a tenderer 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 Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment 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 Guarantee 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 Bid Opening Date to avoid any further inconveniences.

#### **16. EMD:**

EMD shall be acceptable in the form of payment through online/WIRE/SWIFT or DD/Bankers Cheque/Payorder/Bank Guarantee (including e-Bank Guarantee) to the following Bank Account Details:

ACCOUNT NAME:

HINDUSTAN AERONAUTICS LTD

ENGINE DIVISION, KORAPUT

BANK NAME: STATE BANK OF INDIA

ACCOUNT NO: 10575415610

BRANCH NAME: SUNABEDA

BRANCH IFSC CODE: SBIN0001304

BRANCH ADDRESS:

H. A.L. TOWNSHIP, SUNABEDA, KORAPUT, ODISHA-763002.

**In case online/WIRE/SWIFT transfers the transaction n code is to be mentioned in the technical bid.**

**In other cases, EMD in the form of hard copy in original to be sent by post/ courier /personal delivery to reach the Division prior to the scheduled closing time for the tender. The copy of such documents/office should be attached in the technical bid. In case the EMD document does not reach tender issuing authority by the time of closing of the tender, the offer will not be considered for evaluation.**

In case EMD is submitted as 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. (Format of Bank Guarantee enclosed).

In case the EMD document does not reach tender issuing authority by the time of closing of the tender, the offer will not be considered for evaluation.

II. EMD should be submitted along with Technical Bid/Offer. The Bidders should indicate the reference & details of submission of EMD in their technical offer. In case technical bid does not contain original instrument towards EMD, offer will be considered as unresponsive and rejected.

III. Bidders seeking exemption from submission of EMD as per Govt. of India directives (such as MSEs, Start ups (recognized by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry), etc.) must submit certified copy of GOI's authority for such exemption in lieu of EMD. **Criteria for exemption from submission of EMD shall be as per prevailing GeM GTC.**

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

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

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

## 9. **Warranty**

Warranty period of the supplied products shall be 5 years 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.

## 10. **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.

## 11. **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.

## 12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

name

HINDUSTAN AERONAUTICS LTD

Account No.

10575415610

IFSC Code

SBIN0001304

Bank Name

STATE BANK OF INDIA

Branch address

H. A.L. TOWNSHIP, SUNABEDA, KORAPUT, ODISHA-763002.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**