



INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

Important Note:

Bidders are requested to submit their proposals (Technical and Price bid) online at HAL's e-procurement portal (<http://eproc.hal-india.com> or link to e-Procurement through www.hal-india.com). Tenders submitted other than e-procurement portal will not be considered and will be rejected (No Hard copies of Technical and Price bid should be submitted). Vendors to ensure that the pricing aspects either in PDF form or any other form is not mentioned in the technical bid zone. HAL is not responsible for delays/problems faced if any with internet, etc. Hence you are requested to submit the bids on-line well before the tender due date and time.

Only Earnest Money Deposit (EMD) in original (Demand Draft / Pay order / Banker Cheque/ Bank Guarantee) and Original signed Integrity pact should be submitted in a separate sealed cover with tender reference and the same should reach HAL, RWR&DC, IMM Dept on or before the due date & time. Refer attached e-tender Terms for submission of Bids. If EMD payment is made by WIRE/SWIFT transfer, then vendor shall indicate those details in the E-portal tender submission. Besides, Vendor shall also forward the corresponding transaction slip in hard copy in advance to HAL prior to the last date and time for tender submission

Covering Letter –Main RFQ

Tender No: RC/IMM/OAS/8422BOI/528/1

Date: 09 NOVEMBER 2015

SUB: REQUEST FOR QUOTATION (RFQ) OBSTACLE AVOIDANCE SYSTEM (OAS) FOR ADVANCED LIGHT HELICOPTER (ALH)

Due Date: 11th JANUARY 2016 @ 14:00 HRS IST

Dear Sir / Madam,

Hindustan Aeronautics Limited (HAL) intends to procure **OBSTACLE AVOIDANCE SYSTEM (OAS)** for integration on Advanced Light Helicopter (ALH). The description of the requirement is as given below:



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

Tele-fax: +91-80-22313184 /22310747

E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408

VAT TIN NO.29610049195

CIN NO: U35301KA1963GOI001622

1. GENERAL INFORMATION:

- 1.1 Hindustan Aeronautics Limited (HAL), a Navaratna Public Sector Undertaking is engaged in Design, Development, Manufacture, and Repair & Overhaul of Aircraft, Aero Engines, Helicopters, Avionics and Accessories (www.hal-india.com).
- 1.2 HAL has designed and developed the DHRUV Helicopter (ALH), an intermediate twin engine Helicopter in the 5 ton class for both Military and Civil applications. Certification of the Helicopter for Military Utility & Civil roles has been completed. More than 150 production helicopters have been delivered to Customers and further batches are under production. Initial Operational Clearance (IOC) of armed version of ALH (Rudra) has also been obtained in Feb 2013.
- 1.3 This RFQ deals with requirement of “**OBSTACLE AVOIDANCE SYSTEM (OAS)**” for ALH programme.

2. SYSTEM REQUIREMENT DEFINITION:

2.1 Technical requirement

- 2.1.1 The Technical Specification of **OBSTACLE AVOIDANCE SYSTEM (OAS)** for **ALH** (hereinafter also referred as System based on context) shall be as per HAL document **Ref: RC/ALHW-A/MSI/TS/053 Issue II, Rev A, dated 26/06/2015** enclosed as **PART- I** to this RFQ.
“It is mandatory that the bidder participating in the subject tender shall quote for Development Phase, Production Phase, Transfer of Technology for Repair & Overhaul and Transfer of Technology for Manufacturing. Otherwise the bid will not be considered for evaluation and will be rejected”.
- 2.1.2 Detailed definition of system requirements will be jointly done by participation of technical specialists of both vendor and HAL. Vendor should indicate the preliminary design and critical design review milestones.
- 2.1.3 Based on the feedback from design reviews, integration and testing phases of ALH, if there is any need for modification/ change in the system that may arise, it is the responsibility of the vendor to carry out such modifications / changes and provide related technical assistance without additional cost to HAL. Vendor is required to note that product performance, reliability and MTBF would be important consideration.
- 2.1.4 The system offered should be of the current design and should be maintained in service for a period of at least 30 years. In case the vendor intends to phase out or replace the system with a superior system for any reason including obsolescence, vendor should take responsibility for offering an alternate system as per the prices not more than quoted against this RFQ.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

Tele-fax: +91-80-22313184 /22310747

E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408

VAT TIN NO.29610049195

CIN NO: U35301KA1963GOI001622

2.2 Integration/ Certification requirements:

2.2.1 Vendor should supply the System for integration into ALH during Development Phase as per requirement. Technical and Qualification Documentation, Ground Support Equipment, Special Tools (if any, required for equipment installation /removal, testing and maintenance) along with spares that are required to prove the System on ALH platform should be proposed by the vendor and deliveries are to match the requirements at various phases of the project.

2.2.2 Vendor should note that in the process of proving the system on ALH, necessary services such as Systems Engineering, Adaptations of Hardware, and technical services may be required by HAL during the Ground and Flight Integration and testing of the system on ALH including training to HAL representatives to carry out such tasks. Vendor should provide technical assistance to HAL in these aspects.

2.3 **Schedule of Deliverables:** The proposed system is required by HAL in two phases as given below:

2.3.1 **Development Phase:** During the development Phase, our requirement of units is as follows:

Description	Delivery Date# (Tentative)
OBSTACLE AVOIDANCE SYSTEM (OAS) One set of OAS comprises of 1. 1 Sight Head Unit (SHU) 2. Mounting Tray 3. Complete set of mating connectors, back shells and special cable, special connectors etc	2Sets:T0+ 9 months

“Note: 1 Set of OBSTACLE AVOIDANCE SYSTEM SHOULD CONSIST OF ALL THE DELIVERABLES AS PER TECHNICAL SPECIFICATION (PART-I)”

a) Vendor should provide itemized list of all deliverables along with Part Nos. and respective quantities.

The delivery date indicated is from To (Contract Finalization) and is tentative. The seller must be in a position to expedite and shorten the schedule considering project requirement. The same will be finalized at the time of contract finalization.

b) For the developmental units supplied by vendor, in case of any deviation in PI check values or any malfunction of the unit, rectification for the same to be performed by the vendor without any cost implications to HAL. Vendor to specify special tools & test equipments, if any required for installation/removal, testing and maintenance.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

- c) Vendor should incorporate mutually agreed changes, if any (which will be known after fitment of first set of delivered units or arising out of initial integration and trials on ALH platform) without additional cost (retro modification of already delivered units), as required by HAL.
- d) All deficiencies in system (not meeting specification) which are noticed at any stage (including post development phase and post warranty period), which are attributable to vendor should be rectified free of cost in all units/supplies.
- e) **“Cost to be quoted separately for the conduction of the tests for qualification, which are being claimed compliance under Similarity/ Analysis, by the vendor. This will be exercised, in case the Similarity/ Analysis compliance claim for test(s) is (are) not agreed upon by the Certification authorities”.**
- f) Vendor should provide clear cut breakdown of NRC quoted in terms of qualification, adaptation required, tooling, documentation, technical assistance etc. Vendor’s proposal should also include cost breakdown for each of the qualification testing.

2.3.2 **Production Phase:** The total production requirement is approximately about 107* sets of OAS spread over period of 6-7 years after successful completion of development phase of project based on receipt of orders from customers. The tentative production program schedule is given below:

Production Phase for OAS should cover the following.

Direct Supply (Outright Purchase): 11 production sets of OAS will be procured directly from seller.

Licensed Manufacture: The Seller shall enable HAL to establish production facility (under ToT) within mutually agreed period. Balance requirement of 96 sets of OAS will be met through licensed production. Additional requirement, if any, beyond the projected quantity will also be covered under ToT manufacturing phase (IM phase). The units to be manufactured under ToT (IM phase) shall meet all specifications and deliverables as per technical specification.

Manufacturing under ToT will be exercised at the discretion of HAL.

Phases of License Manufacture: It will take place in following two phases:

a) Phase -1: Semi Knocked down Condition (SKD) Kits: The phase will be based on supply of Semi Knocked Down (SKD) Kits provided by the Seller. The Semi Knocked Down Kit will consist of sub-systems, assemblies, sub-assemblies, modules, etc assembled and tested by the seller and/ or his suppliers/ sub-contractors. HAL / Production Agency in India will perform the final assembly and testing of the product. Itemized price break-up up to component/individual item level is to be provided in the price bid.

b) Phase -2: Manufacturing and Assembly through Indigenous Manufacturing (IM): This covers supply of patented/ proprietary items kits by the seller. All the remaining components/BOIs/raw materials



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

(if any) will be procured /manufactured by HAL and carry out complete fabrication, subassembly, assembly, testing and certification of system from raw materials / component stage through various stages of manufacture (based on level of ToT). Itemized price break-up up to component level is to be provided in the price bid.

Seller shall provide complete configuration of SKD and IM Kits, as the case may be, to HAL to realize the Fully Finished Product. The SELLER shall also provide estimated man-hours required for various stages of fabrication, assembly and test to realize the Licensed Product from SKD Kit during Phase-1, and IM kit during Phase-2. The estimated man hours required for tooling, test equipment in various phases also need to be provided.

HAL has rights to subcontract components / assemblies to its sub-contractors. TOT shall be such that the production agencies are able to procure components / subassemblies/ raw material / test equipment directly from SELLER's subcontractors/Vendors. Exhaustive lists of the same shall be provided by the Seller.

Seller has to ensure availability of all materials/hardware/components etc and sub-seller items specifically strategic materials and special qualified materials/items etc are available to HAL for the life of the product. If any material/item / sub seller item becomes obsolete or not procurable for any reason, Seller shall ensure availability of alternate qualified material/items etc or shall provide all design, qualification and testing documents to enable HAL to develop such items/ materials etc. (without additional cost implications to HAL).

The tentative production schedule is given below:

*Year of delivery	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Total Quantity in sets *	10	25	22	20	17	13
ToT Phase	Direct Supply:10 sets	Direct Supply :1 SKD:11 IM:13	IM:22	IM:20	IM:17	IM:13
*Remarks	It will be direct purchase from SELLER or manufactured at HAL in India under ToT covering phases viz.SKD& IM kits as per quantity indicated above. i.e. Direct Supply-11 sets SKD Phase -11 sets IM phase-85 sets and beyond also.					



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

Tele-fax: +91-80-22313184 /22310747

E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408

VAT TIN NO.29610049195

CIN NO: U35301KA1963GOI001622

HAL will also reserve the right to procure additional systems beyond indicated numbers if requirement exists.

Note:

- i) The above schedule and projected quantities are only indicative and though HAL is reasonably confident on schedule and quantities, there would be no binding on HAL in any manner to place continued orders.
- ii) Orders for production supplies are subject to factors like progress of relevant milestones in the programme, successful certification of the Helicopter and receipt of orders from the Customers.
- iii) The emanating requirements will be met through annual purchase orders that will be placed time to time taking into consideration HAL's finalized year to year production schedule / requirements and supply lead-time for the yearly requirement. There will be no single order covering the total production phase requirement.
- iv) The seller is required to indicate the lead time for supply of production units/kits with reference to time of placement of production orders.
- v) Optimum quantities for phase-wise production (SKD/IM) shall be finalized to maximize value addition for the production agency to be achieved within the timeframe specified for completion of the IM(Indigenous Manufacture) phase.
- vi) All further requirements beyond total projected requirement of 107 sets shall also be met through Indigenous Manufacture (IM) Phase including its components/sub systems. There shall not be any restriction on number of subject system to be produced by HAL under SKD/IM phase.
- vii) With regard to ToT manufacturing/ToT RoH , there shall not be any limitation on quantities beyond projected production numbers, application on other HAL platforms & end use (subject to Government regulations).

Seller should carry out Defect investigation and rectification /upgradation of the unit without any additional costs, in case of premature failures at all phases of contract.

3. SUPPORT REQUIREMENT DEFINITION:

3.1 **Adherence to agreed Development Plan/ Delivery Schedule:** Vendor is required to indicate development schedule (in the form of a Gantt chart), if the vendor's System is proposed to be developed/ adapted. The delivery schedule however should be in compliance to Para No.2.3 'Schedule of deliverables' for development and production phase.

3.2 Product support during service life:

3.2.1 Vendor in association with HAL is required to establish maintenance and overhaul facility at HAL as defined later in Para 3.3 and Manufacturing facility at HAL as per Para 3.4. Till such facility is operational at HAL, vendor should supply recommended spares for operator level servicing and should



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

carryout the necessary product support activities. Vendor should also recommend a list of test equipment/ fixtures and special tools required for servicing at HAL/ its customer bases.

- 3.2.2 In case of prices for long-term supplies of spare parts or price catalogue are not available/ applicable, provision for entering into long term business agreements on supply, servicing and repairs like LTSA / LTRA should be provided by vendor in the scope of the contract till establishment of Repair Overhaul facility/ Manufacturing facility at HAL in India.
- 3.2.3 Vendor should indicate lead time for supply of spares and should authorize HAL for direct purchase from OEMs/Primary vendors.
- 3.2.4 Vendor to provide support including technical support, documentation, training and supply of critical parts during the entire product life of the System for a period of 30 years from the date of last supply or until total product support capability is transferred to HAL, whichever is later.
- 3.2.5 Vendor should suggest disposal procedure for the waste generated (if any / if applicable) during repair/ overhaul process in compliance with ISO 14001.
- 3.2.6 The warranty period should be thirty-six (36) months from the date of dispatch or 24 months from the date of delivery to the ultimate customer of HAL, whichever is earlier. During the warranty period, Vendor has to provide free of charge minor repair at site or replacement of the System to HAL. Technical life of the System that would be delivered as replacement should not be less than the remaining technical life of the faulty/ defective/ deficient unit being replaced.
- 3.2.7 In case vendor wants to upgrade the System on account of availability of superior technology based on materials or processes during production phase, vendor may do so provided:
- a) Intent information to this effect has been provided to HAL in advance
 - b) Vendor agrees to extend complete support in re-certification of the upgraded system without any additional cost and
 - c) The upgraded System is available to HAL in future as per the prices not more than quoted against this RFQ.

In cases where contracts are finalized for incremental technologies in relation to upgradation of existing products, Vendor is required to participate at his cost for carrying out detailed study of documentation/ status of old and new parts, inspection of all upgraded parts and integration of final product.

- 3.2.8 In case vendor is phasing out the System or its subsystems/ components from his product range due to any reason including obsolescence, a written notice to HAL should be sent at least 3 years in advance enabling HAL to make alternative arrangements by either undertaking complete production of the System in-house or migrating to any other suitable replacement. After the notice, Vendor is also required to



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

supply at once without any additional cost all technical documents, specific tooling, drawings and equipment essentially required to build-up full capability to manufacture the System at HAL/HAL designated sources.

3.3 Transfer of Technology for Repair and Overhaul:

3.3.1 Vendor should include a comprehensive proposal (in two bids, technical and commercial bids separately) for establishing Repair and Overhaul facilities at HAL as per **PART-VII** enclosed.

3.3.2 Vendor is required to offer technology transfer in full / maximum extent for absorption by HAL in order to ensure minimal subsequent dependency of HAL on the vendor during ROH Phase, where ToT is applicable. In case of Vendor already has a running repair and overhaul facility in India, he should provide a complete detail of current capacity and repair & overhaul carried out in last three years.

3.4 Transfer of Technology for Manufacturing:

3.4.1 Vendor should also include Transfer of Technology (TOT) during production phase for licensed manufacture of the System at HAL to enable further manufacturing of the System within India. Seller should provide complete details of TOT for manufacturing along with pricing details. The outline of proposal for Transfer of Technology should be as per requirement given in PART-VIII.

3.4.2 The proposal for Transfer of Technology for Manufacturing should be submitted in two bids technical and commercial bids separately.

3.4.3 Seller is required to offer technology transfer in full / maximum extent for absorption by HAL in order to ensure minimal subsequent dependency of HAL on the Seller during Production Phase, where ToT is applicable. In case of Seller already has a running production facility in India, he should provide a complete detail of current production capacity and last three years production volumes for reference.

3.4.4 Seller would be further required to extend the support to validate the indigenized product/ process within a specific a time frame when products are manufactured indigenously. The applicable technical assistance charges may be indicated separately.

3.5 Industrial Partnership in the Program:

3.5.1 HAL seeks offers from Vendors on a partnership basis. While the cost quotations for development phase in terms of non-recurring cost and recurring cost have been sought, the Vendors are expected to bear these costs during development phase and recover the associated costs over production phase.

3.5.2 Co- development of Systems where involved

Where ever Co-development at the System Level along with HAL is undertaken (where such systems are manufactured/ supplied for integration on helicopter) the following needs to be noted:



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

Tele-fax: +91-80-22313184 /22310747

E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408

VAT TIN NO.29610049195

CIN NO: U35301KA1963GOI001622

Co-development projects would be considered where the system being developed corresponds to new product/ configuration and not on existing matured technology, which would also imply that products (systems) where technology is being phased out/ have attained the stage of end of life cycle would not be considered for co-development. It may please be noted that in case Vendor and HAL both together design the entire system, HAL should not have any restriction on access of technical details of vendor's side related to the co-development of system. IPR of the systems so developed jointly would belong to both Vendor and HAL and in such a scenario there would be no payment of any license fee or ToT charges to either party. Further, as each of the parties can productionized the entire system, there would not be any need to depend on other party in respect of supply of key components.

The objective in such co-development projects where both sides design the entire system together would be to enable the Indian side to reach a position to design the next generation system in entirety by itself.

4. VENDOR QUALIFICATION CRITERIA:

4.1 **Original equipment manufacturer (mandatory condition to be fulfilled by bidder):** Vendor should be an Original Equipment Manufacturer (OEM) of the systems intended to be bought through this RFQ.

4.2 **Prior experience (mandatory condition to be fulfilled by bidder):**

4.2.1 Vendor should have full knowledge in the fields of design, development and supply of subject system. Vendor should also have established infrastructure and skilled manpower required to execute the contract as a time bound project. Documentary evidence to this effect should be provided.

4.2.2 Vendor should have developed, tested, proven and supplied in last five years similar items of same/ similar/ advanced specifications as given in this RFQ to reputed aerospace industries or organizations across the globe for Obstacle Avoidance System. Details of the executed contracts should be provided to ascertain credentials.

Offers not meeting the requirement as stated at Para 4.1, 4.2 above will be summarily rejected.

4.3 **Sound Financial Standing**

4.3.1 Vendor should have a sound financial standing with stable operations during last three years. Vendor therefore should provide authentic information relating to the company profile along with audited statement of accounts/ balance sheet for a period of last three years & solvency certificate.

5. COMMERCIAL REQUIREMENTS:

5.1 **Prices**

5.1.1 All the prices payable by HAL for the **OBSTACLE AVOIDANCE SYSTEM(OAS)** should be given in the price format enclosed as **PART-III** of this RFQ. It should be complete in all respects.

5.1.2 Prices for the Development Phase should be firm and fixed till completion of Development Phase. The prices for Production Phase, establishing Repair / Overhaul facilities, ToT for Manufacturing, Spares and



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

availing additional Technical assistance/ Training etc should be at EC 2016 price level. The prices will thereafter be varied as per price variation formula to be quoted by vendor as referred in the Commercial Terms and Conditions placed as **PART II** of this RFQ with the maximum cap on escalation. Price variation will be considered only if delivery of supplies / services occurs within the contractual delivery period.

5.1.3 The prices of product spares (buying product as spare) should not be more than respective production phase prices linked to price variation formula(including requirement beyond production phase period).

5.1.4 Details of indices used in the bid should be provided for the last 5 years. The indices incorporated should be Govt. published or public domain indices and capable of being verified / recognised. It may be noted that increase of prices quoted by the vendor are not allowable based on any factor or consideration other than verifiable indices to be quoted.

5.2 Compliance to Commercial Terms and Conditions

5.2.1 Vendor needs to comply all the terms and conditions as given in PART-II of this RFQ.

5.3 Reduction of Prices

5.3.1 Vendor should include a statement and description of the current/ future cost reduction plan on account of economy of scale and by adopting technological improvements in engineering, manufacturing etc. and best management practices with concepts like lean, supply chain pertaining to the System being quoted. This would be in addition to the price variation principle based on indices, which has its basis in technology and management aspects remaining same.

5.4 HAL's Rights

5.4.1 HAL reserves rights to reject any or all the bids received from vendor (s) without assigning any reason what so ever.

5.4.2 HAL reserves the right to foreclose or terminate the contract/ purchase order finalized based on this RFQ for reasons attributable to non-compliance of any of its terms (if not relaxed in writing) during execution of contract/ purchase order.

5.4.3 HAL is under no obligation by merely issuing this RFQ to pay any cost incurred in the preparation or submission of any response including technical / commercial proposals from Vendor.

5.4.4 HAL reserves right to call for a demonstration of the System being quoted or discussion on the development plan proposed with any one or all vendors on no cost no commitment basis before opening of the commercial bids.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

5.4.5 In case of deficiency in performance of the System compared to what has been stated by the vendor against this RFQ, which get noticed after integration into ALH or any other platform, HAL reserves right to impose and recover penalty from the vendor towards resulting adverse consequences, if any.

5.4.6 HAL will not pay any interest on the Earnest Money Deposit/ Security Deposit and Performance Security Deposit etc.

5.4.7 **Validity of Prices/ Bids:** All quoted prices and bids should be kept valid for a minimum period of 180 days from the closing date of tender.

5.5 Transfer of Intellectual Property Rights:

5.5.1 Vendor should without any restrictions, with reference to intellectual property rights held (by vendor or his suppliers) in respect of the items being offered under this bid, authorize usage of item by HAL in any platform (without any restriction with regard to territory/ place and time frame). In case of Transfer of Technology for Repair and Overhaul facility & Transfer of Technology for Manufacturing at HAL /HAL designated source, the transfer of applicable intellectual property rights should be modified to cover the repair & overhaul and manufacturing of items at HAL/HAL designated source.

5.5.2 **Intellectual Property Rights** for the products wherein development cost is paid by HAL rests with HAL. 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 also.

5.5.3 In any case, all items/product/spares/services etc. are to be supplied to HAL's customers through HAL only i.e. HAL will only deal with its customer requirements directly.

6. GUIDELINES FOR SUBMISSION OF BIDS:

Vendor should submit proposal in 2 (Two) bid format, Technical bid and Commercial bid separately (through HAL e-Procurement portal only). Accordingly, your proposal should cover the following:

6.1. Un-priced/Technical Bid: Following documents must be submitted as part of the technical bid:

6.1.1 Technical Proposal (also referred as Technical Bid) which should also include the following information at 6.1.2 to 6.1.12.

6.1.2 Compliance Statements:

6.1.2.1 Compliance matrix confirming point-by-point compliance to all paras of this RFQ (more specifically para 2 to 5 including sub paras), compliance matrix against technical specifications at Part I and compliance matrix against Commercial terms and conditions at Part II, should be enclosed with the technical proposal.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

6.1.2.2 In case of any non-compliance to any of the clauses, it should be provided in compliance matrix and a separate table should be provided giving all the necessary factual and comprehensive details covering the variance/ non-compliance. Insufficient or incomplete details or non compliance may lead to rejection of the offer. In respect of Technical specifications, indication of “compliance” needs to be substantiated with details.

6.1.3 Development Plan with Schedule

Vendor to provide a Development Plan with Schedule, in case the System is to be developed or adapted, clearly indicating the intermediate milestones in the form of a Gantt chart. The Development plan is required to be executed and monitored as per Para No.26 of PART-II.

6.1.4 Separate Technical Bid for Transfer of Technology for Repair and Overhaul:

A separate technical bid for establishing repair and overhaul facilities at HAL / HAL designated source should be submitted.

6.1.5 Separate Technical Bid for Transfer of Technology for Manufacturing:

A separate technical bid for transfer of technology for manufacturing at HAL should be submitted.

6.1.6 Earnest Money Deposit (EMD):

- i) An EMD amount of **Rs.3,00,000.00 (Indian Rupees three lakhs) for Indian vendor or USD 4530(US Dollars Four Thousand Five Hundred and Thirty only) or GBP 3000 (Pounds ThreeThousand only) or Euro 4200 (Euro Four Thousand Two Hundred only)** or equivalent foreign currency for overseas bidders is to be submitted in the form of Demand Draft /Bank Draft/Banker Cheque /Pay order drawn in favour of Hindustan Aeronautics Limited payable at Bangalore **or** in the form of Bank Guarantee (as per format at Annexure-1 below) **or** the EMD amount can be sent through SWIFT / WIRE transfer to HAL account as per details given below, the proof of which shall accompany the bidder's offer (should be part of technical bid document). Please note that in the event the EMD amount is sent through SWIFT / WIRE transfer, the net amount credited to HAL account should be as mentioned above (i.e. all associated bank charges need to be borne by the bidder only).

Account and Bank Details for payment of EMD by SWIFT/Wire transfer:

Bank Name : State Bank of India
Branch : HAL Branch
Place : Bangalore, India
Account Name : Rotary Wing Research & Design Centre
Account No. : 10918220691
SWIFT Code : SBININBB147
IFS Code : SBIN0001114
MICR Code : 560002018



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

Bidders should indicate the reference and details of submission of EMD in their technical bid (copy of such document to be uploaded as part of technical bid. Transaction code in case of WIRE/SWIFT is to be mentioned in technical bid separately).

- ii) EMD should be submitted in the specified format mentioned above. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form shall be summarily rejected (If the EMD is not submitted for the requisite amount and/or not submitted in the specified form, then EMD will not be considered and the bids uploaded in e-portal will be summarily rejected).
 - iii) EMD in original form will only be acceptable. Copies of EMD documents/instruments are not acceptable.
 - iv) EMD needs to be submitted by participating bidder. However, the EMD remittance document, either in Indian currency or any other convertible currency of the specified amount, can be arranged by the Indian subsidiary/branch office in India of a foreign bidder which shall be submitted along with a certificate confirming the relationship of subsidiary/branch office in the bidder's offer.
 - v) Submission of original EMD document / instruments at later date (after due date & time of tender) is not acceptable. Without EMD (subject to provision at point-“xii”), bid would be considered as unresponsive and rejected (If the original EMD document / instrument is not reached us on or before the specified tender due date & time, the bid uploaded in e-portal will be considered as unresponsive and rejected).
 - vi) In case EMD is submitted in the form of Bank Guarantee (BG), the same is to be submitted in the form of Irrevocable Bank Guarantee from any Nationalized Bank /Scheduled Bank in India in case of Indigenous Bidders. In case of foreign vendors, BG should be from bank of international repute situated outside India or a guarantee of an AD Category - I bank in India, if such a guarantee is issued against the counter-guarantee of an international bank of repute situated outside India. In case BG is issued by foreign banks, the original BG should accompany with authentication letter received from schedule bank in India. **Otherwise the BG submitted by foreign bank will not be considered.**
- In case EMD is submitted in the form of BG, a copy of the same to be sent to HAL directly by issuing bank also.
- vii) The EMD Bank Guarantee should be valid for one year from the date of Bank Guarantee.
 - viii) The EMD will not carry any interest for the period it is retained with HAL. EMD will be forfeited if a tenderer withdraws, amends, impairs and/or derogates from tender within validity.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

ix) The EMD shall be refunded to the unsuccessful bidder within 15 working days in various stages of disqualification of the bid (ie, Tender open stage, pre qualification/ technical evaluation stage and identification of L-1 stage.

x) EMD furnished by the successful bidder will be appropriated for security deposit or Performance Guarantee for the warranty period.

xi) **Submission of EMD (Earnest Money Deposit):** The Original EMD in hard copy (in the form of Demand Draft/Bank Draft/Banker's Cheque / Pay order/ Bank Guarantee as applicable) / certified copy of Govt. of India (GOI) authority for exemption in lieu of EMD (applicable for vendors exempted from submission of EMD as per Govt. of India directives) should be kept in separate envelope (superscripted with tender number & due date) along with covering letter and should reach us at the following address on or before the tender due date and time:

Deputy General Manager (IMM)-RC,
Rotary Wing Research & Design Centre,
Old Airport Road (HAL Airport Road),
Vimanapura Post, Bangalore-560017

(or)

alternatively the sealed cover superscribed with tender reference and due date containing the only EMD/ certified copy of GOI's authority for exemption in lieu of EMD should be dropped in the tender box (of Rotary Wing Research and Design Centre) kept at Reception (VIP Gate of RWRDC& Helicopter division) on or before the tender due date and time specified in tender.

HAL will not be responsible for any transit/postal delay or delay due to any other reasons in receipt of original form of EMD. A copy of EMD document/ certified copy of GOI's authority for exemption in lieu of EMD may also be scanned and attached with your technical bid, which has to be submitted online through e-Procurement portal.

xii) Vendors exempted from submission of EMD as per Govt. of India directives must submit valid certified copy (certificate should be valid at the time of tender opening) of GOI's authority for such exemption in lieu of EMD, or else the offer would be treated as without EMD and will be rejected.

xiii) In the event of non receipt of original hard copy of valid EMD document as detailed above, on or before tender due date and time, bid would be considered as unresponsive and rejected.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

In case EMD is paid through Wire/SWIFT transfer, the proof of which shall accompany the bidder's technical offer (mandatory). **In the absence of proof for submission of EMD through WIRE/SWIFT transfer (along with technical bid), offer will be summarily rejected.**

6.1.7 Integrity Pact:

6.1.7.1 Vendor should sign (duly signed by authorized signatory and witness) and submit hard copy of original and signed Integrity Pact as per the format placed at Part-IV of RFQ in a sealed envelope. The envelope should be marked as "Integrity Pact" indicating Tender Reference and due date. The sealed separate envelope (superscribed with tender number& due date) containing the signed Integrity pact should reach us at the following address on or before the tender due date and time:

Deputy General Manager (IMM)-RC,
Rotary Wing Research & Design Centre,
Hindustan Aeronautics Ltd.
Vimanapura Post,
Bangalore-560017

or

alternatively the sealed cover with tender Reference and due date containing the signed Integrity pact should be dropped in the tender box (of Rotary Wing Research and Design Centre) kept at Reception (VIP Gate of RWRDC& Helicopter division) on or before the tender due date and time specified in tender.

HAL will not be responsible for any transit/postal delay or delay due to any other reasons in receipt of hard copy of original signed IP. A copy of signed IP should also be scanned and attached with your technical bid, which has to be submitted online through e-Procurement portal.

6.1.7.2 Entering into integrity pact is preliminary qualification.

6.1.7.3 In respect of IP and its monitoring, there would be at least one Independent External Monitor (IEM), who presently is

Shri.Ramachandran Venkataramani
No.4709, Konzept Vijay Residency
Nandi Enclave, 2nd Cross
Banashankari III Stage
Bangalore - 560 085
Telephone No.: 080-42040100
Mobile No.: 9731222888



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

e-Mail Id:ramkamaI9805@rediffmail.com/ramkamaI9810@gmail.com ••

6.1.7.4 In the event of non receipt of hard copy of original signed Integrity Pact on or before tender due date and time, bid would be considered as unresponsive and rejected.

6.1.7.5 The signed IP will form part of the contract/purchase order, in the event of placement of order.

6.1.7.6 Bidder have signed IP with any material change / deviations (from HAL's approved format placed at PART-IV), the bids of such bidders will be summarily rejected.

6.1.8 Non-disclosure Agreement: Non-disclosure Agreement duly signed by the authorized signatory from the vendor's side strictly as per the format enclosed at PART-V of this RFQ should be submitted.

6.1.9 Support needed from HAL: Vendor needs to clearly define the information/ support needed from HAL for executing the proposed supply after signing of contract/ placement of PO. In case support is required from HAL, a Work Share Matrix clearly indicating the responsibilities of HAL and Vendors to be attached.

6.1.10 Checklist: Vendor should attach duly filled check list as given in PART-VI of this RFQ.

6.1.11 Non-compliance, if any : It may please be noted that non-compliance will be seen critically and may have adverse impact in qualification of the bid.

6.1.12 Price Formats without figures in Technical Bid: Vendor should also attach price formats filled-in with all details other than prices. The price figures should not be filled-in in the format attached with technical bid. Vendor should indicate 'Quoted'/'Not Applicable' in price column.

Note: The bidder should upload their response/compliance (Technical bid) to cover all points under RFQ (also refer para 6 above) in form of attachments (each attachment file not exceeding 5 MB) through HAL's e-Procurement portal, along with additional information as required.

6.2. Commercial Bid:

6.2.1 Prices as per schedule:

It should be ensured that all prices/ values payable are specified in the Price Format. No subsequent addition/ alteration/ claim will be entertained over and above the quote. Offers without complete information and pricing will be treated as incomplete and will not be considered for further evaluation.

Note: All prices should be filled in the Part –III excel sheet downloaded from e-procurement portal and same should be uploaded in the portal. Prices should not be indicated in any other places.

6.2.2 Price escalation formulae, if applicable

- i) Prices for the Development Phase should be firm and fixed till completion of development phase. Prices for Production Phase, establishing Repair/ Overhaul facilities, ToT for Manufacturing, Spares



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

and Technical assistance /Training etc should be at EC 2016 price level and the prices will thereafter be varied as per price variation formula to be quoted by vendor as referred in the Commercial Terms and Conditions placed as **PART II** of this RFQ with indicated maximum cap on escalation.

- ii) Details of indices used in the bid should be provided for the last 5 years for reference purpose. The indices incorporated should be Govt. published / public domain indices and capable of being verified.

6.2.3 Applicable taxes and duties, if any

Vendor needs to provide details of additional taxes and duties payable by HAL, if any, over the rate/ price quoted (also Refer clause No.11 of Part II). These details have to be quoted /mentioned separately in price bid.

Applicability of the Taxes (Sales Tax, Excise duty, Octroi etc) should be explicitly indicated by the bidder in his response either in percentage or in absolute terms in price bid. In the absence of this input, the offer would be considered all inclusive.

6.2.4 Commercial Bid for Transfer of Technology for Repair and overhaul facility:

The prices for transfer of technology for establishing repair and overhaul facility at HAL /HAL designated source should be filled in the price format of the commercial bid.

6.2.5 Commercial Bid for Transfer of Technology for Manufacturing:

The prices for transfer of technology for establishing Manufacturing facility at HAL should be filled in the price format of the commercial bid.

6.2.6 Commercial Bid for Spares :

The prices for Spares, if any, should be filled in the price format of the commercial bid.

7. Evaluation process and Acceptance Criteria

- 7.1 Technical Conference, if required:** A Technical conference may be held if decided by HAL as a requirement, for the benefit of all interested vendors who wish to bid against this RFQ and willing to be present at HAL on a notified date & time. All interested vendors are required to forward particulars of representatives (strictly one per vendor) along with details of clarifications required by them through email or fax or letters so as to reach at least 5 working days in advance. Clarifications sought by all the vendors will be consolidated and HAL's response on all points would be given to all present in the conference and also be forwarded to all remaining vendors who could not attend the conference but had shown interest in submitting the bid. No request for further clarifications after the conference will be entertained.

- 7.2 Technical bid opening:** Technical bid against this RFQ would be opened on **12th January 2016, 1200 hrs (IST)**. Interested bidders may witness the bid opening online by logging into HAL e-procurement portal.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

7.3 Technical Evaluation: All the technical bids submitted by the vendors would be opened and examined for adherence/ compliance to the requirements as specified in this RFQ. In case of ambiguity or non-clarity in statements given by the vendors, HAL may seek information/ clarification from any or all the vendors. HAL may also use its right to call for demonstration of the System or evaluation of the proposed development plan before concluding the technical evaluation. Only such offers that meet HAL requirements shall be short listed for further commercial evaluation.

7.4 Commercial Bid Opening: Commercial bids of short listed vendors whose technical bids are found to be meeting HAL's requirement would be opened online. Technically qualified bidders may witness the tender opening by logging into HAL e-procurement portal.

7.5 Commercial Evaluation

7.5.1. Bid with lowest price arrived at based on the commercial evaluation criteria mentioned below conforming to the specification will be considered for placement of order:

a. The tender will be evaluated on package-wise considering the total value quoted for Development Phase, Production Phase, ToT for Repair & Overhaul and ToT for Manufacturing.

b. The price quoted for Development Phase should be firm & fixed till completion of development phase (no escalation is applicable for development phase). The prices of Production Phase, ToT for Repair & Overhaul, ToT for Manufacturing, Additional Technical Assistance, Spares etc should be quoted at price level "EC 2016". The total value for Production Phase will be evaluated, based on the tentative programme schedule given in the RFQ as well as the basic unit price & escalation CAP to be quoted by the vendor (i.e. base price quoted for production phase at EC 2016 will be escalated upto year of requirement as per tentative schedule indicated in RFQ at para 2.3 above considering maximum cap on escalation per annum quoted by bidder). If escalation cap per annum is not quoted by any bidder, the maximum escalation cap quoted amongst all the bidders of subject tender will be considered for evaluation.

c. The price quoted for production phase will be discounted to the Net Present Value (NPV) by using Discounted Cash Flow (DCF). The discounting rate (%) will be State Bank of India (SBI) Prime Lending Rate (PLR) at the beginning of the Commercial bid opening month. The prevailing Prime Lending Rate is 14.05%

d. In case of foreign vendors, the total value quoted in foreign currency as per price format will be converted to Indian Rupees (for comparison purpose) by adopting the exchange rate prevailing on the date of commercial bid opening (as per Reserve Bank of India website). For any reason, if the exchange rate is not available on the date of tender opening, the next available exchange rate will be adopted.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

e. The following loading factors will be considered for commercial evaluation:

ITEM	WEIGHT-AGE FACTOR	AMOUNT TO BE ADDED ON BASIC PRICE
DT Factor Delivery term – FOR HAL	-- (Actuals)	i) Packing & forwarding charges quoted, if any Note: In the absence of this input, it will be considered that the quoted prices are inclusive. ii) Freight & Insurance charges quoted, if any. Delivery terms (FOR,HAL/INCOTERMS) to be clearly indicated. Note: The prices quoted will be evaluated on FOR HAL basis. Hence, in case of foreign Vendors, for Exworks/FCA/FOB delivery terms, freight and insurance charges in percentage terms as decided by HAL for all such procurement cases would be loaded before commercial evaluation. Indigenous vendors should quote FOR HAL prices, otherwise loading of Freight and Insurance charges would be done as in case of foreign supplies.
DL Factor Delivery Lead Time (as per RFQ for development phase for supply of system)	1%	$Q * \frac{(TQ-TR)}{12} * 0.01$ Where, Q – Quoted basic Price TR – Delivery required as per RFQ TQ – Delivery quoted (This is applicable for delivery schedule wrt development phase only for supply of system).
L.D. Factor Liquidate damages @ 0.5% per week of delay maximum upto 10% of PO value.	2%	$Q * \frac{(10-L)}{10} * 0.02$ Where, Q – Quoted Price L – Maximum rate of LD agreed
SD Factor 5% of PO value. If it is BG, it should be valid upto 60 days from last delivery	5% of quoted value	$Q * 0.05$ Where, Q – Quoted Price (applicable in case SD clause is not accepted by bidder).
WA Factor (Warranty): 36 months from date of	2%	$Q * \frac{(WR-WO)}{12} * 0.02$ Where, Q – Quoted Price



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

dispatch.		WR – Warranty in months as per RFQ WO – Warranty offered in months
-----------	--	---

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

g. For indigenous vendors- Applicability of the Taxes (Sales Tax, Excise duty, Octroi etc) should be explicitly indicated by the bidder in his response either in percentage or in absolute terms. In the absence of this input the offer would be considered all inclusive.

h. Prices and applicable taxes indicated in the price bid shall only be considered.

i. Payment terms: In case bidder offers any other terms of payment (Refer Part-II for HAL payment terms) and any financing cost which has to be borne by HAL, the same will be taken for commercial evaluation and appropriate loading will be done (apart from above mentioned loading factors).

7.5.2 HAL reserves the right to limit the order covering the requirement of development phase only and to place separate orders for various other phases of requirements and orders in respect of a) Production phase, b) Transfer of technology for repair/overhaul c) Transfer of Technology got Manufacturing, d) Spares (if any) , e) Additional Technical Assistance/Training etc., after successful completion of development phase and receipt of customers orders by HAL.

7.5.3 The other cost implication viz. Duty, Taxes and other Govt. levies (as applicable) will also be taken into account during commercial evaluation (Also Refer Part-II, SL.No.11).

7.5.4. PERFORMANCE BANK GUARANTEE (MANDATORY):

Successful bidder (Seller) after placement of order and supply of product, shall provide Performance Bank Guarantee as per HAL's format for 10% of the respective order value of supplies valid up to end of the warranty period of supplies from a Nationalised Bank/Scheduled bank in India / Bank of International repute (for foreign vendor) or otherwise equivalent amount shall be retained till completion of warranty period and other obligation of Purchase Order / contract.

In case vendor does not agree for Performance Bank Guarantee / retention of equivalent amount, the offer should be summarily rejected. Also refer guidelines for submission of Bank Guarantee.

8. ADDITIONAL INFORMATION:

- Please note that offers, EMD & Integrity Pact submitted after the due date will not be considered and will not be opened. Further, offers received in the form of hard copy (courier/post/dropping in tender box) / e-mail / fax or any other mode (other than submitting online through HAL's e-Procurement portal) will not be considered and will be rejected. Offer should be submitted online (HALs e-Procurement portal) within due date and time specified.



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

ii) The bidder should not indicate price details / indicate pricing aspects in technical bid. If the bidder submit price bid/ indicating pricing aspects in technical bid, the bid is liable for rejection and such bid may not be considered for further evaluation.

iii) HAL reserves the right to reject late / incomplete tenders.

iv) Canvassing by tenderers in any form, including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.

v) Vendor should return all the documents and data supplied by HAL (if any) in reference to this RFQ, in case vendor does not want to submit bid.

vi) Successful vendor needs to take sufficient insurance cover against the risks of product and civil liabilities in relation to equipment /product supplied by him. In the event of claims from any other party on any damages or deficient performance which are directly attributable to the vendor's product, HAL would not be liable and would have the right to seek appropriate compensation from the vendor. Successful vendor should provide the details of insurance coverage / policy after placement of order.

vii) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments (Generally on the amounts towards Services like training, technical assistance offered by the vendor and license fees). As per the Rules, Income Tax has to be borne by the recipient of the Income and relevant Certificate to this effect will be issued to the vendor on deduction of such amounts, as applicable (Refer clause No.11 of Part-II).

viii) Proposals should be submitted through HAL's e-procurement portal only on or before due date and time. Refer attached e-Tender terms for submission of online proposal (Annexure-2). Only the hard copies of Original EMD document (Demand Draft/Bank Draft/ Banker Cheque/ Pay order/ Bank Guarantee as applicable) and signed Integrity Pact in separate sealed covers superscribing tender number should be forwarded to the following address (to reach at RWRDC on or before due date and time):

Deputy General Manager (IMM)-RC,
Rotary Wing Research & Design Centre,
Hindustan Aeronautics Ltd.,
Vimanapura Post,
Bangalore-560017

(or)

alternatively EMD document (original) and duly signed Integrity pact as per format (Part IV) in separate sealed envelopes superscribing tender number and due date should be dropped in the tender box of RWRDC Division kept at RWR&DC /Helicopter VIP Gate on or before the tender due date and time viz. **11th January 2016, 1400 hrs (IST)**. HAL will not be responsible for any transit/postal delay in receipt of EMD and Integrity Pact.

(or)



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690
Tele-fax: +91-80-22313184 /22310747
E-mail: smimm.rwrdc@hal-india.com

CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195
CIN NO: U35301KA1963GOI001622

In case EMD is paid through Wire/SWIFT transfer, the proof of which shall accompany the bidder's technical offer (mandatory).

A copy of proof of submission of EMD (Wire/SWIFT transfer) may be sent in advance by email (smimm.rwrdc@hal-india.com) /courier with tender reference on or before tender due date and time for ready reference.

Any clarifications on the tender, you may contact:

DEPUTY GENERAL MANAGER (IMM) – RC
ROTARY WING RESEARCH & DESIGN CENTRE,
HINDUSTAN AERONAUTICS LIMITED,
P.B. NO: 1783, VIMANAPURA POST,
BANGALORE – 560 017, INDIA
TEL: 0091-80-22327253/22311690 / 22323219
FAX: 0091-80-22313184 / 22310747
E-mail: smimm.rwrdc@hal-india.com /imm.rwrdc@hal-india.com

- ix) In case the bidder is already supplying similar or same system to HAL for any of the existing projects and having ToT agreement with HAL, for Repair Overhaul and Manufacturing, then bidder should not consider and link the existing facility/Transfer of Technology as basis for submission of offer against subject tender. The requirements of subject tender should be considered as independent, standalone, new facility for Transfer of Technology.
- x) **Tender Documents:** The bidders should download all tender documents directly from HAL e-procurement portal (<http://eproc.hal-india.com> or link to e-Procurement through www.hal-india.com). No Tender fee is applicable.

Thanking You,

Yours faithfully,
For Hindustan Aeronautics Ltd,

-Sd-
(YASHWANT SINGH)
DEPUTY GENERAL MANAGER (IMM) RC

Note: Bidders are advised to visit the HAL website/e-procurement portal till the closing date of tender as all future corrigendum with regard to this tender, if any, shall be published only at HAL website/ e-procurement portal and not through press advertisement.

Enclosures:

1. Part -I : Technical Specification
2. Part -II : Commercial Terms & Conditions
3. Part-III : Price Format
4. Part-IV : Integrity Pact
5. Part-V : Non Disclosure Agreement



**INTEGRATED MATERIALS MANAGEMENT
ROTARY WING RESEARCH & DESIGN CENTRE
HINDUSTAN AERONAUTICS LIMITED
Post Bag No.1783, Bangalore – 560 017
INDIA**



Telephone: +91- 80-2232 7253/22311690

CST NO.10452400 KST NO.10402408

Tele-fax: +91-80-22313184 /22310747

VAT TIN NO.29610049195

E-mail: smimm.rwrdc@hal-india.com

CIN NO: U35301KA1963GOI001622

6. Part –VI : RFQ check list
7. Part-VII : Transfer of Technology for Repair and Overhaul.
8. Part-VIII : Transfer of Technology for Manufacturing
9. Annexure.1 : BG format towards EMD
10. Annexure-2 : e-Tender terms for submission of Bids at HALs e-procurement portal
11. Annexure-3 : Bank Guarantee formats towards Performance Guarantee and Security Deposit

ANNEXURE-1

Format of Bank Guarantee towards Earnest Money

1. In consideration of the **HINDUSTAN AERONAUTICS LIMITED, ROTARY WING RESEARCH & DESIGN CENTRE (RWR&DC) 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 words _____) or USD/Euro/GBP..... (in words _____) in the form of Bank Guarantee for the Request for Proposal for procurement of _____.

2. We _____ (name of the bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to HAL on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees/USD/Euro/GBP.....) and the guarantee will remain valid up to _____ (**validity should be one year from the date of issue of Bank Guarantee**) . 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.

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

Dated this _____ day of _____

For the Bank of _____
(Agent / Manager)