

Technical Bid

For

“Routine Electrical Maintenance work of Factory”

Through GeM Portal

At

***Hindustan Aeronautics Limited,
Accessories Division,
Lucknow-226016
(Uttar Pradesh)***

Note: - Tenderers / Bidders are required to visit GeM Portal up to one day before the final date of submission to incorporate corrigendum or addendum (if any).

SECTION- 0

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BRIEF INFORMATION ON BID DOCUMENT

1	Tender No. & Date	As per GeM tender
2	Name of Work	Routine Electrical maintenance work of Factory
3	Estimated Cost	Rs. 21,51,639.00 (Rupees: Twenty One Lacs Fifty One Thousand Six Hundred Thirty Nine only) includes GST@18%.
4	Duration of Contract	Two (02) Years from the date of Acceptance.
5	Last Date and Time of Submission of Bid	As per GeM tender
6	Date of Opening Technical Bid	As per GeM tender
7	EMD	21,517.00
8	Cost of Tender Document	Nil
9	Validity of Bid	120 days
10	Place of Execution	HAL Accessories Division, Lucknow-226016
11	Submission of Bids	Bids to be submitted in Two Bid (Technical and Financial) system only on website GeM portal only before closing of Tender.

SECTION -1

NOTICE INVITING TENDER

Hindustan Aeronautics Limited Accessories Division, Lucknow invites bids on GeM portal from the eligible and sound agencies for **"Routine Electrical maintenance work of Factory"**

Tenders documents are uploaded on website GeM portal.

For any clarification please write to us on e-mail:

om.prakash@hal-india.co.in/reetesh.kumar@hal-india.co.in

The bid is to be submitted on GeM portal only. Please note that bid submitted through any other mode (Fax, Post & email etc) will not be considered. Bids should be submitted before Last Date & Time of Submission of Bids (Closing of tender).

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Accessories Division, Hindustan Aeronautics Limited, Lucknow shall be final and binding.

-sd-

(Om prakash)
Sr. Manager(Maint.)
Hindustan Aeronautics Limited,
Accessories Division,
Lucknow-226016

SECTION -2

BID SUBMISSION FORM

[Note: Please upload Bid Submission Form in 'pdf' format along with Technical Bid (To be printed on Bidder's Letter head & Scanned copy to be uploaded on GeM along with desired Tender documents)

Date:

LETTER OF BID

TO,
SENIOR MANAGER (MAINT)
HINDUSTAN AERONAUTICS LIMITED,
ACCESSORIES DIVISION, LUCKNOW-226016

Ref: Invitation for Tender No.:

We, declare that

1. We have examined and have no reservations to the Bidding Documents issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing services at Accessories Division, Lucknow.
3. Our bid shall be valid for a period of minimum 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a Security Deposit in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours Sincerely,
(Authorized Signatory)

SECTION-3

INSTRUCTIONS TO THE BIDDERS

3.0 GENERAL INSTRUCTIONS & SUBMISSION OF BIDS

- 3.1** For the Bidding / Tender Document Purposes, 'Hindustan Aeronautics Limited, Accessories Division, Lucknow (HAL-ADL) shall be referred to as 'Client' and the Bidder/ Successful Bidder shall be referred to as 'Contractor' and/ or Bidder/ supplier.
- 3.2** This is an ELECTRONIC MODE of Tendering on GeM portal, any manual or mechanical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the Bidder. The bidder shall not have claim whatsoever in this regard.
- 3.3 Tenders documents are uploaded on GeM portal.**
- 3.4 Please submit your Bid (Quotation) in TWO BID (Technical Bid & Price Bid) in the prescribed format. Also ensure that Price Bid should not be uploaded in any form with Technical bid (Un-priced Bid).**
- 3.5 Technical bid is to be submitted strictly in the prescribed format on GeM portal along with required credentials**
- 3.6 Further, price bid is to be submitted strictly in the prescribed format available in GeM portal.** (Please note that prices in any form should not be indicated in any file like 'pdf' files/ 'separately uploaded files with offer' etc.)
- 3.7 Bidders are required to submit their offer on package basis.**
- 3.8 For L-1 evaluation criteria, please refer Price Bid. L-1 shall be evaluated on PACKAGE BASIS as given in Price Bid and there will not be any split of work under the tender.**
- 3.9 e-Reverse Auction (eRA)**
eRA provides an opportunity to all the bidders qualified in technical evaluation to improve their price offered earlier dynamically and continuously throughout the "Auction time".
To conduct e-Reverse Auction, the Date and Time of commencement of eRA and also Duration of 'Reverse Auction Time' shall be as per GeM rules. Reverse auction will be done as per GeM rules. Bidders must get well versed with the rules on GeM.

The process of eRA will be followed as per GeM guidelines.

- (a) Purchase Preference for MSEs will be followed as:
If any of the short listed bidders are eligible for such purchase preferences in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after eRA if their final prices in eRA fall within the permitted percentage as per the Government policies notified time to time.
- (b) Only vendors who are technically qualified as identified on GeM can participate in e-Reverse. Auction relevant to the procurement for which Tender/RFQ is floated.

For more details w.r.t. eRA refer **Annexure –VI**

- 3.10** Offers indicating price in Technical bid (Un-priced Bid) in any form will be treated as unresponsive and will be summarily rejected.
- 3.11 Submitting only one bid with rates and technical details as a single bid will be rejected.**
- 3.12** Bids (Technical Bid and Price Bid) submitted in any other form, such as courier/ post/ in-person/fax/ telegram/ telex, shall not be accepted against this Tender.
- 3.13** No hard copy of the offer is to be sent. The detailed information/ documents/ literature are to be uploaded in PDF format.
- 3.14** HAL will not be responsible for inability of vendor to upload the tender documents in GeM

portal.

3.15 Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender will not allow submission of bids once the closing date and time of the Tender (i.e. Due Date & Time of Bid-Submission) is reached. HAL shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection at bidder's end.

3.16 Govt. Guidelines with respect to MSME/SSI/NSIC registered companies will be followed.

3.17 It is mandatory for MSME Bidders to fulfilling the criteria as given in para 3.24 below to get benefits of MSME.

3.18 Bidders may visit HAL-ADL to assess the work before submitting their tender. Bidders are required to submit written request at email ID mentioned in tender. Request should clearly mention the Tender name, Bidder's details and details of bidder's representatives who intend to visit. Permission to visit shall be given only during HAL working days & hours. Such request should be given preferably 06 days prior to intended day of visit and 10 days before Tender due date. HAL-ADL shall reserve the right of not granting permission for visit as requested by bidder, on reasonable grounds. Decision of HAL-ADL shall be final in this regard.

3.19 COST OF TENDER DOCUMENTS (TENDER FEE/ TENDER COST)
NIL.

3.20 EARNEST MONEY DEPOSIT

i. **Earnest Money Deposit is Rs. 21,517.00 for the proposed work.** Kindly note that EMD should be in the name of "Hindustan Aeronautics Limited, Accessories Division, Lucknow", payable at Lucknow.

The Earnest Money may be accepted only in the form of DD/Bankers Cheque/Pay order. For Demand Draft, it must be from scheduled Bank/Nationalized bank.

HAL BANK ACCOUNT DETAILS FOR e-payment of EMD

Name of the Bank	: State Bank of India
Name of the Branch	: SBI SME MOTI MAHAL
Account No.	: 10864106908
IFSC Code	: SBIN0061802
MICR NO.	: 226002002
Address of Branch	: TARAWALI KOTHI, MOTI MAHAL MARG HAZRATGANJ, LUCKNOW-226001 (UP).

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

Scanned Copy of EMD is to be uploaded on GeM portal along with technical Bid.

iii. The EMD in the form of hard copy in original to be sent by post/ courier /personal delivery to reach HAL, Lucknow prior to the scheduled closing time for the tender. 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 WIRE/SWIFT transfers the transaction code is to be mentioned in the technical bid. (in case EMD not submitted through e-payment mode). **Failure in receipt of original EMD before tender closing will result in rejection of offer.**

iv. EMD deposited by the tenderer shall not bear any interest to the Contractor.

v. EMD furnished by the successful bidder will be appropriated for Security Deposit.

vi. **Micro and Small Enterprises (MSE) will be exempted from payment of Earnest Money Deposit upon successfully fulfilling the criteria as given in para 3.24 below.**

a) Please mention following information on envelope carrying EMD:-

- 1) Title: EMD for Bid No & Due Date
- 2) Bid Description
- 3) Complete Name & Address of firm submitting EMD.

b) Please dispatch the Original EMD to following address:

Dy. General Manager (TS & Maint)
Plant Maintenance Department
Hindustan Aeronautics Limited,
Accessories Division, Lucknow-226016

c) Bidders are requested to send/post original EMD & Tender Cost to HAL well in advance to reach at destination well before the due date. HAL will not be responsible for any loss or delay in receipt of EMD & Tender Cost in transit.

d) The offers without EMD or valid EXEMPTION Certificate or proof shall be considered as unresponsive and rejected.

Tender will be considered as invalid and rejected if it does not accompany the appropriate Earnest money deposit in the prescribed mode.

vii. **Refund of Earnest Money:**

(a) **HAL will return the EMD to the unsuccessful bona-fide bidders within 30 working days after award of contract to the L-1 bidder.** However, no interest shall be paid on the EMD.

(b) Refund of EMDs to all bidders in case the tender is cancelled or retendered preferably within 7 working days' time from the date of approval for cancellation/re-tendering. However, if re-tender is resorted due to withdrawal of offer by L1 bidder, then the EMD of the L1 bidder will not be refunded.

(c) Once EMDs returned and the proposal is further processed for evaluation/approval, then no revisiting/re-examination of the offers, whose EMD has been returned shall be carried out.

(d) Vendor must provide RTGS/ Bank details of participating bidders for returning of EMDs along with GST, PAN and vendor registration details.

(e) Vendor quotation, EMD for the corresponding additional period validity extensions if required may be sought, without changing any terms, conditions, and so on, as requested in original tender.

- viii. EMD will not carry any interest for the period it is retained with HAL and EMD shall be forfeited if a Bidder withdraws, amends, impairs, and/or derogates from bid within validity. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD (bid security) shall be forfeited to HAL.
- ix. The Earnest Money Deposit will be encashed if the Tenderer withdraws his Tender proposals or fails to accept the Letter of Acceptance issued by HAL or fails to submit Performance Security Deposit or fails to execute contract agreement or fails to commence the work as per LOA, such bidders will be suspended / banned minimum for Two years. Unilateral revision or withdrawal of offer by the bidder as above, shall also result in rejection of bid without Notice.
- x. In case of successful bidder, if the bidder:
 - Fails to sign the contract in accordance with the terms of the tender document
 - Fails to furnish required Security Deposit in accordance with the terms of tender document specified by the Client.
 - Fails or refuses to honour his own quoted prices for the services or part thereof
- xi. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post/Courier to the Accessories Division, Hindustan Aeronautics Limited, Lucknow. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- xii. On acceptance of tender, the Earnest Money Deposit will be treated as part of the Security Deposit for successful bidder. In case of award of tender, the contractor shall deposit the difference between the EMD and full Security Deposit by Demand Draft.

3.21 SECURITY DEPOSIT

- I. The successful tenderer will be required to furnish security deposit for the fulfilment of contract.
- II. Performance security deposit shall be 5% of contract value and will be submitted in the form of Insurance Surety Bonds/Demand Draft/Bank Guarantee in favour of HAL, Accessories Division, Lucknow within 30 days of acceptance of work order or before commencement of work whichever is earlier otherwise penalty will be deducted for the delay period as per rule (@2% per week of delay and maximum up to 25% of the Performance Guarantee value). The performance security deposit shall be refunded after satisfactory completion of work.
- III. Retention money shall be **Nil**.
- IV. This Security Deposit will bear no interest and will be returned only after the Contract is completed to the entire satisfaction of HAL.
- V. In case the contract is not executed to the entire satisfaction of HAL, the security deposit shall be forfeited, besides initiation of risk purchase action.
- VI. No claim will be entertained against HAL either in respect of interest, if any due on the security deposit or depreciation in value.
- VII. In case, the contractor fails to submit the Security Deposit either in the above said form, the deduction could be made from the first bill to appropriate towards Security deposit amount.

- VIII. The successful Contractor shall execute the contract as per the requirement and ensure the compliance of clauses like performance of contract, Guaranty, etc., as required under the contract. Any noncompliance of contract conditions, shall entitle HAL to initiate appropriate penal actions as deemed necessary, including debarring of such contractor for a period upto two years besides invoking of Bank Guarantee.
- IX. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest.

3.22 There will not be any split of contract as the required services are non-splitable in nature.

3.23 Public Procurement Policy for MSEs, order 2012

As per the Policy, Micro and Small Enterprises (MSE) following shall be followed subject to the quoted price of MSE falls within the price band of L1+15% (**the permitted percentage may change and will be as per the Government policies notified time to time**) and such MSE agrees to match with L1 price (where L1 is non-MSE vendor):

As the tendered item fall under non-splitable/ non-divisible category, the MSE shall be allowed to supply 100% of total tendered quantity.

Note: MSME vendors are eligible for the benefits as per this Policy, *only if the MSME bidders submit their bid under MSME category (i.e. selects MSME on GeM portal) on GeM and declare UAM number/ Udyam Registration number and submit the copy of UAM/UAN certificate along with the bid. The MSME category will be finalized electronically by GeM portal on selection of MSME status by bidder during bid submission.*

Kindly note that bidder will not be considered under MSME category if there status as on GeM is not visible as MSME vendor.

3.24 ESSENTIAL CRITERIA/ DOCUMENTS/INFORMATION TO BE SUBMITTED ALONG WITH TECHNICAL BID

The following shall be the ESSENTIAL criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.

Supporting Document to be submitted along with the bid:

Proof of legal valid entity to be uploaded in 'pdf format'.

For example, for companies registered under company Act 1956: Self - Attested copy of Certificates of Incorporation issued by the respective Registrar of Companies.

- For partnership firms, Partnership deed, proof of address etc.
- Power of attorney in case of Pvt. Limited/ limited companies

- b. **Registration:** The Bidder should be registered with Income Tax and GST authorities.

Supporting Document to be submitted along with the bid:

Self-attested copies of:

- i. PAN Registration
 - ii. GST Registration
 - iii. EPFO Registration
 - iv. ESIC Registration
 - v. Registration with HAL other organization (if any).
- c. **Average Annual Turnover:** Average annual financial turnover during last 3 financial years (i.e. 2021-22, 2022-23, and 2023-24) should be at least **30%** of the approx. estimated amount put to tender.

Supporting Document to be submitted along with the bid:

- i. Audited Balance sheet and Profit & Loss statement (duly certified by chartered accountant with UDIN) shall be considered for evaluation of turnover for the respective Financial Year.
 - ii. Income Tax Returns for last Three Years (i.e. 2021-22, 2022-23, and 2023-24)
 - iii. Balance sheets for the last five years.
- d. **Solvency Certificate:** The Solvency required will be **40%** of the approx. estimated amount put to tender. Solvency Certificate shall from any Nationalized/ Scheduled Bank issued within the period of 12 Months from the final date of submission of tender.
- e. **Communication Facilities:** Bidder should have e-mail and Phone facilities for communication with HAL on day today basis.

Supporting Document to be submitted along with the bid:

Self-declaration with details of:

- a) e-mail ID,
 - b) Name of contact person (With Designation) and his Mobile No. /Landline No.
- f. **Work Experience :**

Work Experience in the field of LT/HT Electrical Works in nature. Mere supply of electrical goods does not mean qualification in the tender.

The bidder has to submit proof of having successfully completed contract of '**LT/HT Electrical Works in nature**' with following eligibility parameters:

- The bidder has to submit **Class A' License of Electrical Contractor of appropriate voltage issued by any state Govt. Under clause 45 of Indian Electricity Rules 1956 or as amended from time to time.**
- **The work shall be completed as a whole, partial value/completion will not be considered.**

Proof of experience of having successfully completed similar work during last 07 years ending last day of months previous to the one in which tender are invited should be either of the following:

- i) **Three** similar completed works each costing not less than the amount equal to **40%** of the approx. estimated amount put to tender.

OR

- ii) **Two** similar completed works each costing not less than the amount equal to **50%** of the approx. estimated amount put to tender.

OR

- iii) **One** similar works completed each costing not less than the amount equal to **80%** of the approx. estimated amount put to tender.

Note: -

- i. The work must be completed as a whole. Partial completion will not be considered.
- ii. In case of experience certificate obtained from organizations other than Government, the same must be supported with TDS certificate for confirmation purpose. Work experience as sub contractor is not acceptable.
- iii. Work experience completed under JV / as a subcontract will not be considered for evaluation of experience criteria.
- iv. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum; calculated from the date of Completion to previous day of last date of submission of tenders.
- v. The meaning of "Similar work" for the purpose of tender is defined in Work details table.

Supporting Document to be submitted along with the bid:

Copies of Completion Certificate (indicating name of work, final amount, work start date, completion date) of satisfactory performance with value etc. as documentary evidence, establishing the experience as above, must be attached. The completion certificate can be verified by HAL to check the authenticity of the same, if necessary.

g. EPF & ESIC:

Supporting Document to be submitted along with the bid:

The contractors are required to comply with the provisions of ESI & PF act.

Copy of EPFO Registration & ESIC Registration (if applicable) is to be provided along with the bid.

In case not applicable presently, Undertaking for obtaining EPF/ESIC registration, whenever become applicable during contract period to be submitted by bidder.

The contractor shall be required to Indemnify HAL for any liabilities arising on account of ESI & PF act and same to be included in the tender document.

- h. The copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder, which should be accompanied by a Board Resolution regarding the same..

Note:

The Bidder shall be required to produce self-attested copies of the relevant documents in support of the parameters at Para - A & B above, in addition to documentary evidences of other parameters, for being considered during the technical evaluation.

3.25 VALIDITY OF BIDS

Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the last date of submission of Bids.

In case Client calls the bidder for negotiation then this shall not amount to cancellation or

withdrawal of original offer which shall be binding on the bidder.

3.26 BID OPENING PROCEDURE

- i. Technical Bid (Un-Priced Bid) shall be opened as per schedule indicated in GeM Bid. The date fixed for opening of bid, if subsequently declared as holiday/ there is problem of online server, revised date of schedule will be notified. However in absence of such notification, the bid will be opened on next working day at same time.
- ii. The financial bids (Price Bid) of only those bidders who's Technical Bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders on GeM portal.
- iii. After opening of the Technical Bids and verifying the EMD, the technical bids shall be evaluated later to ensure that the bidders meet the essential criteria as specified in the Tender Document.
- iv. Bidder may visit the site for assessment of work before quoting for proposed contract.

3.27 TECHNICAL BID EVALUATION & CLARIFICATION ON TECHNICAL BID EVALUTAIION.

- i. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- ii. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- iii. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- iv. The bidder who qualified in the technical evaluation stage shall be intimated as per GeM procedure for opening of financial bids.

3.28 FINANCIAL BID (PRICE BID) OPENING PROCEDURE & EVALUATION

- i. The Financial Bids of all the technically qualified Bidders shall be opened on/after the notified date and time on GeM portal.
- ii. As bids shall be opened on GeM portal, bidders can witness the bid opening at GeM portal itself and representatives shall not be called at HAL-ADL.
- iii. **The evaluation will be on package basis for the complete scope of work.** Techno-commercially accepted bidder offering lowest package cost will be declared as L-1. **Discounts or any deviations in price quoted mentioned elsewhere in the document will strictly not be considered.**
- iv. If there is a discrepancy between words and figures, the amount in words shall prevail.
- v. **Freak rates** quoted, if any will be dealt as per HAL laid down policy. Freak Rates are those rates which are either unworkably low or unbelievably high. HAL reserves the right to reject offers with freak rates in line with HAL Laid down policy.

3.29 RIGHT OF ACCEPTANCE:

- i. Hindustan Aeronautics Limited, Accessories Division, Lucknow (HAL-ADL) reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the HAL-ADL in this regard shall be final and binding.
- ii. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- iii. The competent authority of the office of the Hindustan Aeronautics Limited reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.
- iv. **Hindustan Aeronautics Limited, Accessories Division, Lucknow (HAL-ADL may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking etc.**

3.30 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- i. After determining the successful evaluated bidder, Client shall issue Letter of acceptance in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Seven (7) working days** of receipt of the same by him.
- ii. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the contract and it will be a binding to the contract.

SECTION-4

SCHEDULE OF REQUIREMENTS & SCOPE OF WORK

4.1 The requirement is for “Routine Electrical Maintenance Work of Factory” at Lucknow Division of Hindustan Aeronautics Limited.

4.2 Scope of work

The scope of work consists of routine electrical maintenance work (day to day Complaints) in entire factory.

Provision of material required to carry out the work shall be in the scope of HAL. However, in case of exigency/emergency supplier may be asked to provide any material on prevailing market rates.

1. The scope of work includes:
 - I. Repair of tube light fitting, replacement of LED tubes, installation of new tube light fitting (1x4 Feet and 2x2 Feet) in shops and offices.
 - II. Repair of room heaters and blowers heaters.
 - III. Rectification of circuit wiring, repair/replacement of switch/socket/ceiling rose/batten/holder in point wiring.
 - IV. Laying of new circuit wire, addition of circuit in existing circuits.
 - V. Replacement of PVC conduit, laying of new PVC conduit.
 - VI. Repair of 16A Switch socket combined, 20A AC power points.
 - VII. Making of new AC power point of 16 A/20 A.
 - VIII. Repair/replacement of damaged MCB and MCB DBs.
 - IX. End terminations of cables either in MCB DB or in Electrical Panels.
 - X. Repair of Pedestal DB/replacement of Main Switch/Fuse Fitting
 - XI. Repair/Replacement of Main Switches of different make and capacity of Electrical Panels installed at different locations of factory.
 - XII. Repair/replacement of Street Lights of Entire Factory area.
 - XIII. Providing power supply to Machines/Rigs.
 - XIV. Work shall be taken up as per the direction of Engineer in Charge.
2. Any scrap material generated due to repair/replacement shall be disposed of to the scrap yard as directed by EIC.
3. **To carry out the contract as per above scope**, the contractor has to engage following minimum personnel:
 - a. One qualified (as per IER) supervisor possessing Diploma in electrical engineering with experience of working on three phase electrical system for minimum 3 years.
 - b. Three semi-skilled electricians possessing ITI Certificate in electrical/wireman trade with minimum 3 years' experience on working in electrical systems.
 - c. Three helpers with adequate experience of working on electrical systems and must have passed class 8th.
4. Contractor must ensure that the work is carried out in co-ordination with any other agency working on site on other project. Any loss occurring due to negligence/lack of supervision/coordination, shall be recovered from the contractor.

5. Deputation of man-power as described above shall generally be from 9 am to 5 pm on working days. However, in exigencies, the contractor shall ensure deputation of man-power beyond or before above timings and on Sundays/Holidays at no extra cost.
6. Supplier shall ensure compliance of all statutory and legal requirements pertaining to engagement of man-power and shall indemnify HAL from any liability arising whatsoever.
7. All standard tools shall be provided by the contract to the man-power engaged by him.

4.10 FRISKING / CHECKING PROCEDURES

All contract staff shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties. If anything untoward is found, it must be reported to Officer in-charge.

4.11 NOTE FOR THE CLIENT

The contractor will intimate in writing the name of authorized representative (s) and submit an undertaking about his / their competence at time of signing the contract. The contractor shall ensure that his authorized representative(s) is / are available as per work requirement.

Others Terms & Conditions:

1. Preferably contractor should not change/ transfer the maintenance personnel and supervisors from the site without HAL's prior permission. Any new member when it is inevitable the contractor can change the person with another skilled and experienced technician
2. **Vendor shall provide shoes (one pair per year and two pairs of socks), uniform (two sets per year) and all other safety appliances/equipment** required for the personnel working under this contract and they should adhere to all safety precaution and security norms within HAL premises.
3. If necessary, the AMC personnel have to work on Sundays and Holidays depending upon the exigency of the work.
4. HAL will not accept any temporary work/ shortcuts like loose fittings, improper cabling, termination, hanging wires, temporary electrical connections etc. this will also be taken into account while evaluating performance of the contract.
5. Contractor should not by pass any safety features. The violation of the same will be treated seriously and contractor shall be liable for the payment of the damages.
6. All the required tool and tackles like spanner sets, Torque Wrench Sets, Pipe Wrench, Allen Key sets, screw drivers & testers, Multimeter, Insulation Tester, Lugging Tools, Hot Air Blower etc. required for the maintenance activity will be arranged by contractor before deputation of team at HAL.
7. HAL will not be liable for payment of travelling, conveyance & lodging/boarding required by contractor for the deputation of expert/team.
8. Any breakdown/damage to machine/accident on account of wrong maintenance practices will be investigated jointly by HAL and contractor and the loss on account of the same will be recovered from the contractor if contractor found guilty. The assessment of loss will be done by expert team of HAL and the cost of repair/replacement will be borne by the guilty party.
9. Any spares (Electrical/ Mechanical/ Electronics) required during maintenance will be provided by

HAL, Contractor shall provide list of necessary spares in advance.

10. Contractor will have to deploy such personnel including supervisors, in the said premises as it deems medically fit. However, all liabilities and obligations on account of the said personnel shall be that of the contractor.

SECTION- 5

CONDITIONS OF CONTRACT

5.0 DEFINITIONS

In this Contract including the Schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Contractor"	The word "Contractor" and the "Successful Bidder" has been used interchangeably.
"Client"	The word "Client" shall mean the HAL, Accessories Division, Lucknow. The word "Client" & "HAL-ADL" are used interchangeably.
"Financial Bid"	The word "Commercial Bid" & "Price Bid" are used interchangeably.
"Confidential Information"	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business /assets of Client including the information having the commercial value.
"Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
"Termination Notice"	Shall mean the notice of Termination given by either Party to the other Party.

5.1 ORDER PLACEMENT

Order will be placed to the successful/ L-1 bidder on package basis as per agreed terms and conditions. **L-1 bidder shall provide price breakup of quoted rates as per the instruction for bidder for price. Sub-letting or splitting of this contract will not be allowed.**

5.2 ACCEPTANCE OF TENDER

The Contractor shall be bound to accept the award of contract in the event of work order issued in favour of contractor at the rates quoted/ agreed by him failing which the party shall be debarred/ blacklisted as per HAL-ADL rules.

5.3 SIGNING OF CONTRACT AGREEMENT

The Contractor shall submit the contract agreement on a stamp paper of Rs.200/- (or as applicable) in a prescribed form (Annexure – I) duly signed within thirty days of issue of Acceptance Letter failing which penalty of Rs. 2,500/- per week delay to a maximum of Rs.10,000/- will be levied for delay in submission. No advance / Payment will be released if

agreement is not submitted.

5.4 VALIDITY OF CONTRACT

The contract shall be valid for a period of **Two (02) Years** from the date of acceptance of Contract by the vendor. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract solely at the discretion of the competent authority of the office of the Client.

5.5 AMENDMENT TO CONTRACT

If any practical difficulty is faced in contract execution or a situation arises that demands an amendment/ alteration in the contract, the contract may be amended/ altered with written mutual consent of both the parties

5.6 RATES:

5.6.1 Please note that basis of evaluation of lowest bidder will be the package value offered for subject contract.

5.6.2 The rates, once finally agreed by both the parties shall be applicable for full contract period. No increase in rates will be acceptable during contract period.

5.6.3 When there is a difference between the rates in figures and in words, the rate which corresponds to the amount worked out by the contractor, shall be taken as correct.

5.6.4 When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

5.6.5 The rates quoted must include the supervision charges/ administrative charges etc. and no extra claim, whatsoever, on this account shall be payable.

5.7 DELIVERY SCHEDULE :

The Contract Work shall be completed in Two (02) Years from the date of acceptance of Work Order.

5.8 PENALTY CLAUSE:

Penalty will not be levied for breakdown if spares, fabrication/purchase to be arranged by HAL. Penalty will be levied in case of absence of the person deputed for the work. In case of non-availability of Supervisor a Penalty of Rs. 700/day will be deducted for the running bill. For absence of an Electrician, a penalty of Rs. 400/day will be deducted while in case of Helper, Rs. 300/day will be deducted from the running bill.

Attendance will be taken using biometric punching only. Any single punch or time shortage will be treated as half day.

Any of the person found missing from workplace without intimation will be treated as absent and deduction shall be done accordingly.

5.9 PAYMENTS TERMS:

The terms of payment shall be as follows:-

- i. Payment will be made on e-payment system. Hence bank details are to be provided by the successful contractor.
- ii. Payment will be made after receiving the challan of deposit of PF, ESI, Copy of wage sheet clearly mentioning name of employees, PF code, Employer & Employees contribution PF & ESI amount.
- iii. The payment will be made on Monthly basis after certification by Engineer in charge as per the scope of work & no penalty is liable for any deviation. After completion of work certificate is to be given as "Work is completed satisfactorily within the stipulated time complying with all terms and conditions"
- iv. Authorized HAL representative/EIC will forward the bills to Finance for payment along with recommendation for Penalty deduction, if any.
- v. TDS shall be deducted, as applicable.

5.10 COMPENSATION FOR DELAY

Time is the essence of the contract. If the work is not completed within stipulated date of completion, the compensation for delay shall be deductible from any sum payable to bidder under work order or any other contract with HAL. The compensation delay shall be @ 0.5% of total payable amount per week limited to the maximum 7.5% of total payable amount.

5.11 TAXES

- i. Taxes shall be payable extra. GST or any other taxes levied by government if any should be indicated/ specified separately being statutory levy and same will be payable subject to actual as applicable.
- ii. Levy of taxes not existing in the legislation so far/ changes in taxes will be reimbursed/paid extra from the date they come into effect.
- iii. In case any tax/ duties are to be paid by contractor, the same shall be reimbursed on production of proof of such payments

5.12 INDEMNITY:

The contractor required to comply with the provision of PF & ESI Act. An indemnity bond to be furnished by the successful agency on Rs. 200/- stamp paper in front of notary in a prescribed form - **duly signed within thirty days of issue of Acceptance Letter** as per the prescribed format (Annexure-IV), indemnifying HAL against all statutory liabilities such as Provident fund, ESI, labour license and applicable GST etc.

5.13 FORECLOSURE OF CONTRACTS:

The tender documents should provide a clause to the effect that if any time after acceptance

of the tender HAL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the contractor. The compensation, if any payable for such foreclosure of work will be discussed mutually between HAL and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the 103 Works Manual 2023 contract. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. HAL shall have the option to take over the contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the suppliers. b) The amount of compensation payable to the contractor due to foreclosure will be decided by the authority one level above the authority competent to award the contract. However in cases where Chairman and above is the approving authority, Chairman will be competent to approve the amount of compensation.

5.14 TERMINATION

HAL-ADL will reserve the right to terminate the contract by giving ONE month notice to contractor in following cases:

- a) Agency not performing as per terms and conditions of this contract
- b) In case of unsatisfactory services or continuous non-supply of required Staff
- c) Breach of any of the terms and conditions herein contained or otherwise stipulated in the tender documents / agreements
- d) The Vendor is declared bankrupt or becomes insolvent
- e) As per decision of the Arbitration Tribunal.
- f) In case any part of the Work Order is sublet without prior permission of HAL.
- g) Any other reason which violates all other stipulated provisions of the Rate Contract.
- h) Any similar situation arises

In such cases, Security Deposit shall be forfeited and final settlement shall be made after deducting dues / liabilities of contracting agency (as per contract terms & conditions) from pending bills. "

HAL-ADL will reserve the right to terminate the contract without giving any notice to contractor in following cases:

- a) In case of any wrong / incorrect / misleading declaration / information furnished by the Agency, either prior to award of contract or during the contract period.
- b) If contractor is found indulged in any of the corrupt practices or not following the ethical practices.

In these cases, the quotation / contract will liable to be rejected / cancelled with forfeiture of any money viz. Security Deposit apart from initiation of appropriate action under relevant authorities / courts of law."

HAL-ADL will reserve the right to terminate the contract without giving any notice to contractor in following cases:

- a) In case of agency declared bankrupt, insolvent or liquidated by appropriate authorities
- b) In case contracting agency stops to exist due to any reasons e.g. death of proprietor / partner, company is dissolved, legal action etc.
- c) In case contracting agency fails to pay wages to the manpower deployed due to its unhealthy financial condition
- d) Any similar situation arises

In such cases, Security Deposit shall be forfeited and final settlement shall be made after deducting dues / liabilities of contracting agency (as per contract terms & conditions) from pending bills. "

5.15 PARALLEL CONTRACT:

HAL shall reserve the right for entering into parallel contracts with the other firms/Contractors for the same requirement if it is found necessary.

5.16 NON ASSIGNMENT TO THIRD PARTY:

Bidder shall not be allowed to assign or transfer to a third party all or part of the benefits or obligations of the contract.

5.17 CONFIDENTIALITY:

The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

5.18 RISK CLAUSE:

The contractor shall be responsible for providing services as required by HAL-ADL as per contract terms & conditions. In case, the contractor fails to execute the contract either in terms of quality or quantity or if any work remains unattended within the stipulated time, HAL-ADL is empowered to take decision and get the same attended by any other Agency at the risk and cost of the Contractor. Any extra expenditure incurred in this connection will be recovered from the bills of the Contractor.

5.19 TERRITORY:

This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, as may be in force from time to time.

5.20 ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof shall be settled by arbitration in Accordance with the provisions of Arbitration and Conciliation (Amendment) Act amended from time to time and the award made in pursuance thereof shall be binding on the parties.

The party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

5.21 JURISDICTION:

The Court of Lucknow only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this Contract.

5.22 ENTRY:

- i. **Staff:** - Entry of staff engaged for the work shall be controlled as per HAL security rules & regulations.
- ii. **Material:** - All material whether to be consumed in the work or to be taken back later shall be entered through proper challans duly checked & entered by HAL security gate.

5.23 SAFETY:

All safety precautions should be followed strictly and non-adherence to the same will attract heavy penalty. The contractor should provide with his own cost all safety equipments like safety belts, helmets, safety shoes, mask, goggles, and electrical safety equipments etc. HAL will not be hold responsible for any personnel loss/ injury due to accident.

Contractor persons should follow rules & regulations of the factory. Any indisciplinary act if

found/ suspected will be treated separately. The bidder shall also comply with BIS Standards.

5.24 DEFET LIABILITY PERIOD:

The defect liability period for this work shall be **Nil** after completion of work.

5.25 APPROPRIATION

Whenever under this contract any sum of money is recoverable from or payable by the contractor, HAL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the contractor in this or any other contract entered by HAL as a whole its Divisions and Branch Offices etc., held by him alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to HAL on demand the remaining balance dues.

SECTION -6

FORMS & FORMATS

FORM-I	: Format of Contract Agreement
FORM-II	: Format of Completion Certificate
FORM-III	: Format of Indemnity Bond
FORM-IV	: Guidelines to Bidders for e-Reverse Auction (eRA)
FORM-IVA	: Sample Letter for Confirmation on eRA

ANNEXURE – I

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF VALUE OF Rs. 200/- WITHIN 30 DAYS OF ACCEPTANCE LETTER)

AGREEMENT

THIS AGREEMENT executed on the ____ day of ____ 2023 BETWEEN M/S. **HINDUSTAN AERONAUTICS LIMITED**, having its Registered Office at #15/1, Cubbon Road, Bangalore - 560 001, represented by **General Manager, Accessories Division, Lucknow**, and hereinafter referred to as 'HAL-ADL' or 'First Party' which term shall cover its successors and assigns:

AND

M/s._____, a Company incorporated under the Companies Act having its Registered Office at _____Prepresented for the present by _____, hereinafter referred to as the 'Second Party' or 'Transporter' which terms shall cover its successors and assigns:

I. WHEREAS _____, has desired to enter into a Contract with HAL-ADL for **"Routine Electrical Maintenance Work of Factory"** and the terms and conditions of contract as contained herein have been agreed upon between the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Agreement shall be designated by the Number ___, Dated: __/__/__ which will be referred to in all correspondence.
2. The duration of this agreement shall be initially for a period of **24 Months** commencing from Date of acceptance of Order with an option to extend further period on mutual consent.
3. **OBLIGATION TO PROVIDE SERVICES:**
 - 3.1 As per this agreement, Second Party shall provide services for **"Routine Electrical Maintenance Work of Factory"** to First Party as per Scope, Requirement, Terms and Conditions given herein:-
 - 3.1.1 **SCOPE OF WORK:**

As per Contract _____.
(As agreed by HAL and successful bidder with reference to this tender)
 - 3.1.2 **TERMS AND CONDITIONS:**

As per Contract _____.
(As agreed by HAL and successful bidder with reference to this tender)
 - 3.1.3 **PRICE SCHEDULE:**

As per Contract _____.
(As agreed by HAL and successful bidder with reference to this tender)
 - 3.1.4 **PO No.:** ____ **dated** _____

Name of Work: "Routine Electrical Maintenance Work of Factory"

3.1.5 **Jurisdiction:** The Court of Lucknow only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this Contract.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the Witnesses attesting hereunder:

For and on behalf of
M/s. HINDUSTAN AERONAUTICS LTD.,
Accessories Division, Lucknow

For and on behalf of

General Manager (AD-Lucknow)

(_____)

WITNESS:

1)

2)

WITNESS:

1)

2)

ANNEXURE – II

FORMAT OF COMPLETION CERTIFICATE

It is certified that M/s _____ completed the following contract work physically in all respects by and this certificate is issued on their request.

The brief details of the work are as below.

Name of the Work :

Contract No. :

Contract Value :

Total Contract Value with :

Deviation Works Date of Commencement :

Date of Completion :

Extension of Time-1 :

Extension of Time-2 :

Actual Date of Completion :

Penalty Imposed, if any :

Performance Guarantee, if any: Defect Liability Period :

Quality of work : Poor / Satisfactory / Good / Very Good

Overall performance of Contract : Poor / Satisfactory / Good / Very Good

ANNEXURE – III

TO BE EXECUTED ON STAMP PAPER OF VALUE Rs.200/-

FORMAT OF INDEMNITY BOND

This Indemnity Bond is executed on ____ day of ____ 200 ____ in favour of M/s Hindustan Aeronautics Limited., a company incorporated under the Companies Act 1956, having its registered office at No.15/1, Cubbon Road, Bangalore – 560 001 and having a factory complex at Vimanapura, Bangalore 560 017 (herein after called as the “Company”, which expression shall mean and include its successor and assigns) by M/s _____ represented herein by its _____ Sri. _____ s/o _____ aged about _____ years and residing at _____ is not a registered contractor of HAL (herein after called as the “Contractor” which expression shall mean and include his heirs, executors, administrators, successors and assigns)

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor’s letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with “ _____ ” in the Company’s Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of Rs. _____ (Rupees _____ only) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. Sales Tax in all cases being always the Contractor’s/ Contractors’ responsibility

NOW THE INDEMNITY WITNESSTH AS FOLLOWS.

WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and the company has agreed on the same but subject to keep the company fully indemnified at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the company at the instance of the authority under the act of any person or persons of the company making payment to the contractor.

WHEREAS the contractor further indemnifies that company that he shall make good any dues claims etc., in respect of labour engaged by him towards provident fund in the contract works No. _____ executed by him on receipt of the demand in writing from the company without any demur.

WHEREAS the contractor indemnifies for claims on all injury to person, animal or things or damages to property which may arise from the operation or neglect or omission of himself or any nominated sub-contractor or any employee/s or any other cause whatsoever in any way connected with the carrying out of his contract.

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the operation or neglect or omission of that agency involved in

carrying out of this contract in whatsoever manner to the person/s or property of HAL even though the contractor has taken utmost precaution against accident or injury.

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the statutory requirement of all Acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licences etc., all as per the Terms & conditions laid in the Tender document.

WHEREAS the contractor further indemnifies for claims on payment of all wages or other money to his worker/s or employees under the payment of wages Act 1963 or employers liability Act 1933, workmen compensation Act, ESI act or any other Act or enactment relating thereto and rules framed there under from time to time.

WHEREAS the contractor indemnifies for the insurance policy coverage for any damage, theft, burglary including force majeure damage due to fire, riot, civil war, damage by Air Craft., etc.

WHEREAS that the liability of the contractor under the bond shall not be altered, modified or nullified by any change in the Constitution of either the Company or the contractor and that the decision of the company in respect of any claim shall be final and binding on the contractor.

IN WITNESS WHERE OF THE CONTRACTOR HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

WITNESSES

CONTRACTOR

1.

2.

NOTARY

Annexure – IV

Guidelines to Bidders for e-Reverse Auction (eRA)

1 On-line reverse auction shall be conducted as per the instructions on GeM for reverse auction, while the vendors shall be quoting from their own Offices/place of their choice. Internet connectivity shall have to be ensured by each participant themselves.

2 Bidding currency and Unit of Measurement: Bidding and evaluation will be done in the currency defined in the tender.

3 Bid Price: The Bidder has to quote the total cost to HAL for the items specified wherever evaluation is on package basis.

4 The Bid Amount of the bidder for eRA shall be as per the terms & conditions of the tender on GeM portal.

5 Procedure of e-Reverse Auction:
The procedure will be as per GeM rules.

6 During eRA, if no bid is received within the specified time, HAL, at its discretion may decide the following action:

6.1 To start the Reverse Auction once again.

6.2 To cancel the Reverse Auction and proceed with conventional mode of Price negotiations.

7 At the end of eRA, Portal will display the successful bidder, lowest delivered cost. **HAL's decision on award of Contract shall be final and binding on all the Bidders.**

8 HAL shall be at liberty to call the lowest bidder for negotiations/ need not to take up the reverse auction process/ cancel tender at any time, before ordering, without assigning any reason.

9 HAL shall not be responsible for any interruption or delay in access to the site irrespective of the cause.

10 All other terms and conditions and specifications shall be as per the tender and other clarifications issued by HAL till date.

11 All the bidders are required to submit an acceptance to HAL Terms & conditions such as Bid validity, Payment terms, Earnest money Deposits (if called for), Delivery Terms (FOR, FOB etc.), Delivery lead time, Performance Bank Guarantee, Liquidated Damages/ Penalty, Security Deposit, Warranty terms etc. and modalities of eRA **along with technical bid. In non-receipt of the same, vendor may not be allowed to participate in eRA.**

12 If a bidder does not participate in the eRA, the price quoted by him in the price bid shall be considered as the valid price of that bidder.

13 If the lowest price received during eRA is unacceptable on ground of being too high when compared with estimated price, HAL reserves the right to call the lowest vendor for price negotiations.

14 Other terms & conditions:

14.1 AUTO BIDDING: Auto bidding feature if any may be opted by bidder as per the rules of GeM.

14.2 GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” of the respective tender by Login into GeM portal and get well versed.

14.3 The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other [vendors](#)/bidders who have participated in the tender.

14.4 The Bidder shall not divulge either his Bids or any other details pertaining to this tender to any other party.

14.5 HAL's decision on award of Contract shall be final and binding on all the Bidders.

14.6 Liquidated Damages (LD), Security Deposit (SD) and Bank Guarantee (BG), which ever applicable, agreeing to HAL payment terms, delivery or any other mandatory terms of HAL are mandatorily to be complied by the vendors.

14.7 Purchase preference for MSEs: If any of the short listed bidders are eligible for such purchase preferences in terms of policy, such bidders would get opportunity to match the L-1 prices **concluded after eRA**, if their final prices in eRA fall within the permitted percentage as per the Government policies notified time to time.

Post completion of Auction, if the lowest bidder is MSE, then work will be offered to him.

Post completion of Auction, if the successful bidder of Auction is not an MSE, then the L1 price after auction will be offered to the qualified MSEs to match with L1, if offer(s) received from MSE against the said tender. *In case amongst the bidders, more than one MSE exist, then the opportunity would be given in sequence to the bidder who had offered lowest prices as part of Auction.* In case no MSE bidder matches with L1, or no offer received from MSE, the reserved qty will also be considered for ordering on the successful eRA bidder.

14.8 Higher bid rejection rule will be applicable as per GeM rules.

14.9 Vendor may get himself familiar with the eReverseAuction rules laid down on GeM.

Letter for Confirmation on eRA
(To be submitted along with Technical bid)

To
DGM (TS & Maint.)
M/s Hindustan Aeronautics Ltd.,
Accessories Division
Faizabad Road
Lucknow, - 226016
U.P., India.

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for e-Reverse Auction mentioned in the Tender document for Tender No....., Dtd: xx-xx-xxxx.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have understood the functionality of the same thoroughly.
- 4) We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as eRA.
- 5) We also confirm that we will accept our Rank/Position that will be displayed when the Bidding time is over of the Online Reverse Auction.

With regards,

Signature with company seal

Name –

Company/Organization –

Designation within Company/Organization –

Address of Company/Organization –

Note: email scanned copy of this document to the details as mentioned on above mail ids.