बिड संख्या/Bid Number: GEM/2026/B/7138591
दिनांक /Dated: 22-01-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Hindustan Aeronautics Limited (hal)
कार्यालय का नाम/Office Name	**********
कुल मात्रा/Total Quantity	425
वस्तु श्रेणी /Item Category	36-1064-RUST-REMOVER-SOLUTION , 36-1068-Electronic-component-cleaner , 36-1069-Metal-Putty , 36-1081-Red-Insulating-Varnish-Spray , 36-1082-Instant-Adhesive
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RUST REMOVER SOLUTION, Electronic component cleaner(Co2), Metal Putty,, Red Insulating Varnish Spray, Instant Adhesive

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: RUST REMOVER SOLUTION Rust Remover Solution **Searched String**: Electronic component cleaner(Co2) Electronic component cleaner (co2), Sofa (V3), Electronic component cleaner Sprayer, Storage Box for Electronic Component, CO2 Incubator, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Carbon Cleaner, High End Desktop Computer, Solvent Cleaner, industrial vacuum cleaner **Searched String**: Metal Putty, Metal Putty, Modular Metal Drawer File Cabinet Pedestal, Titanium Putty, Lapi Patra (Putty Applicator), Metal Storage Cabinet, Putty for use on Window Frames as per IS 419, Metal Shelving Racks (Adjustable Type) confirming to IS 1883 (V2), White Cement Based Polymeric Putty as per IS 17545, Modular Table / Meeting Table / Centre Table (V2), Calcium Metal **Searched String**: Red Insulating Varnish Spray Varnishes or Shellac Varnish as per IS 347 **Searched String**: Instant Adhesive Instant tea, Elastic Surgical Adhesive Tapes (V2), Instant Milk Chiller, Cyanoacrylate Adhesive, Labels Stickers (V2), Threadlocking Adhesive, Denture Adhesive, Permeable Nonwoven Surgical Adhesive Tape, Optical Adhesive Film, Thermal Silicon Adhesive
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Electronic component cleaner (co2) • Rust Remover Solution • Metal Putty
बीओक्यू शीर्षक /BOQ Title	RUST REMOVER SOLUTION
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/**ITC available to buyer**	Yes
बिड का प्रकार/**Type of Bid**	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/**Primary product category**	36-1064-RUST-REMOVER-SOLUTION
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

36-1064-RUST-REMOVER-SOLUTION

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File

BOQ Detail Document	View File

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	150	90

36-1068-Electronic-component-cleaner

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	150	90

36-1069-Metal-Putty

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	50	90

36-1081-Red-Insulating-Varnish-Spray

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	25	90

36-1082-Instant-Adhesive

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********KORAPUT	50	90

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original

delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

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

3. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

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

7. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

NOTE: THE OFFERS WILL BE EVALUATED ON PACKAGE BASIS.

THE DOCUMENT UPLOADED AT Technical Specification & Buyer Added Bid Specification ATC IS TO BE DOWNLOADED AND SIGNED WITH STAMP AND THE SAME TO BE UPLOADED AS CONFIRMATION OF ACCEPTAN

CE TO OUR RFQ.

1.To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on th e date of bid opening (to be uploaded with bid): HSN code of the item, GST rate in (%) for the quoted item, contact details for correspondence In case of any clarification, the bidders are requested to contact the bu yer with following contact details Email: mksethihal@hal-india.co.in.

2. E-INVOICE: Only e-invoice will be considered as valid invoice (Ref Rule 48(5) of GST Rule 2017) if the tur nover of the supplier exceeds Rs. 5 Crs. (As per PAN) in any preceding Financial Year.

In case of non-submission of e-invoice, kindly provide copy of your balance sheet/ITR of preceding year ind icating your turnover as less than Rs.5 Crs.

3.RETENTION OF RECORDS: Records shall provide objective evidence of inspection with applicable drawing s and specifications. Unless specifically mentioned in the Purchase Order, the supplier shall retain all applic able records like test reports, Traceability records etc. at least for 10 years. Records shall include correctiv e actions taken when applicable.

4.CONFIDENTIALITY: For the purpose of this Tender/Contract/Agreement, the Bidder/Contractor/Supplier sh all not store, copy or disclose HAL's data and information whether in written, machine readable or other ta ngible form or disclosed orally, that is of value to HAL. Also, Bidder/Contractor/Supplier agrees to use HAL' s data only for the purpose under this Tender/Contract/Agreement, restrict disclosure to any other person or entity or third party and shall safeguard the provided data including from cyber security risks etc. Bidde r/Contractor/Supplier should promptly return within 90 days HAL's data in original media and should not ke ep HAL's data, upon expiry of Tender/Contract/Agreement or early termination of Contract/Agreement and certify that HAL's data has been deleted permanently.

5.RISK PURCHASE: The supplier will supply quality items as per the quantity ordered in full as per terms an d conditions of Purchase order. In case, the supplier fails to execute the order in terms of quality or in qua ntity, HAL reserves the right to procure from elsewhere at the risk and cost of the supplier and any extra e xpenditure incurred due to this purchase is payable by the supplier.

6.FALL CLAUSE: The price quoted shall be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order.

7. DENIAL CLAUSE:In case of any delay in delivery caused due to default of the vendor and during such del ayed period if any increase in statutory duties and/or upward rise in prices due to the Price Variation Claus e (PVC) and/or any adverse fluctuation in foreign exchange arises then such additional amount/s is/are to b e borne by the Vendor, apart from the payment of agreed Liquidated Damages. Besides HAL reserves its ri ght to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate, taken pl ace during such delayed period, effecting the original agreed price.

8. Conflict of Interest:

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to

bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. A bidder in t his Tender Process shall be considered to have a conflict of interest if the bidder:

a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

c) has the same legal representative as another bidder for purposes of this bid. A Principal can authorize o nly one representative, and the representative also should not represent or quote on behalf of more than o ne Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d) has a relationship with another bidder, directly or through common third parties, that puts it in a positio n to have access to information about or influence the bid of another Bidder or influence the decisions of th e Procuring Entity regarding this Tender process; or participates in more than one bid in this tender proces s; or

e) Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in ano ther bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a pa rty. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than on e bid; or

f) would be providing goods, works, or non-consulting services resulting from or directly related to consulti ng services that it provided (or were provided by any affiliate that directly or indirectly controls, is controll ed by, or is under common control with that firm), for the procurement planning (inter-alia preparation of f easibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, Terms of Referen ce (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process ; or

g) has a close business or family relationship with a staff of the Procuring Organization who:

i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tend er Process, and/or the evaluation of bids; or

ii) would be involved in the implementation or supervision of resulting Contract

h) In cases of authorised distributors quoting on behalf of their principal manufacturers, an authorised dist ributor cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. There c an be only one bid from the following:

i) The principal manufacturer directly or through an authorised distributor on his behalf; and

ii) Authorised distributor on behalf of only one principal.

9. Dispute Resolution Mechanisms

1 Settlement of Disputes and Arbitration

a) Below clause is applicable to organizations other than PSUs/ DPSUsor MSEs or Foreign Vendors:

Amicable Settlement:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, me aning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bil ateral discussions.

In case of technical disputes involving confidential matters, the issue shall be referred to a high level tech nical authority for each party, appointed for this purpose.

Any dispute, which cannot be settled amicably as above within 60 days from the date on which either part y informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settl ed by Arbitration.

Arbitration:

The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1 996 and its subsequent amendments from time to time. The award of such Arbitration shall be enforceable in Indian Courts only. The arbitration tribunal shall be consisting of Sole Arbitrator, who shall b e nominated by both parties mutually within one (1) month from the date of invoking Arbitration clause by the effected party, failing which the Arbitrator may be nominated under the provisions of Indian Arbitration and Conciliation Act, 1996 and its subsequent amendments from time to time.

In case if both Parties agree for an Arbitration Tribunal consisting of three Arbitrators, then out of three Arb itrators two Arbitrators shall be appointed by each party to the Contract and the so appointed two Arbitrat ors shall jointly appoint the third Arbitrator who shall be the Presiding officer.

In the event of a vacancy caused in the office of the Arbitrator, the party/parties which/who nominated suc h Arbitrator shall be entitled to nominate another in the place of retiring/outgoing Arbitrator and the arbitr ation proceedings shall continue from the stage they were left by the retiring Arbitrator.

The seat of Arbitration shall be at Court of Jeypore, India and the language of the Arbitration shall be Englis h. The award of the Arbitration shall be final and binding between the parties to this Agreement.

Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including th e fees and expenses of the Arbitrator shall be shared equally between the Parties, unless otherwise award ed by the Arbitration Tribunal.

Except as may be required by law, neither a party nor its representatives may disclose the existence, cont ent, or results of any arbitration hereunder without the prior written consent of other party.

b) Applicable only for MSEs:

The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilit ation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Mic ro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisio ns shall prevail over the Indian Arbitration and Conciliation Act, 1996.

c) Settlement of Disputes and Arbitration with PSUs/ DPSUs:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &Excise Departments), such disputes or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE's Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 and the decision of AMRCD on the said dispute will be binding on both the Parties.

10. ARBITRATION:

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

11. LIQUIDATED DAMAGES:

In the event of an order, we reserve the right to collect a sum of 0.5% per week including taxes of delay or part thereof, subject to a maximum of 10% as our claim-towards liquidated damages on the undelivered part of the order

12. The Bidder/Vendor confirms and declares to the buyer that the Bidder/Vendor is the original manufacturer or authorized distributor/stockist of original manufacturer or Govt. Sponsored/ Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/ contract/ Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract/ purchase order to the Bidder/Vendor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder/Vendor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Bidder/Vendor has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract/ purchase order, the Bidder/Vendor will be liable to refund that amount to the Buyer. The Bidder/Vendor will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/ Purchase Order either wholly or in part, without any entitlement or compensation to the Bidder/Vendor who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/ Purchase order along with interest at the rate of 2% per annum above Secured Overnight Financing Rate (SOFR) (for foreign vendors) and Marginal Cost of Funds-based Lending Rate (MCLR) plus 2% per annum (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts/ Purchase Order concluded earlier with Buyer."

13. JURISDICTION AND GOVERNING/APPLICABLE LAWS: The Court at JEYPORE, ODISHA only shall have jurisdiction to deal with and to decide any legal matter whatsoever arising out of this contract. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, which are in force from time to time. Nothing in this contract shall entitle the Parties to this contract to exercise the rights, privilege and powers conferred under this contract in any manner which will contravene the Laws of India.

14. Agents/Agency Commission

The vendor confirms and declares to the Buyer that the vendor is the original manufacturer or authorized

distributor/stockist of original manufacturer or Govt. Sponsored/ Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract/purchase order to the vendor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The vendor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the vendor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract/ purchase order, the vendor will be liable to refund that amount to the Buyer. The vendor will also be debarred from participating in any RFQ/ Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/ Purchase order either wholly or in part, without any entitlement or compensation to the vendor who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/ Purchase order along with interest at the rate of 2% per annum above Secured Overnight Financing Rate (SOFR) (for foreign vendors) and Marginal Cost of Funds-based Lending Rate (MCLR) plus 2% per annum (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts/ Purchase order concluded earlier with Buyer.

15.At a price lower than the price chargeable in the order, Seller shall fore with notify such reduction / sales or offer to sale to Hindustan Aeronautics Ltd., and the price payable in the order for the stores supplies after date of coming into force such reduction or sale or offer to sale shall stand correspondingly reduced.

16.PAYMENT WILL BE MADE ONLY UPON RECEIPT OF ORIGINAL EPS MANDATE FORM / CANCELLED CHEQUE AT HAL KORAPUT.

17.At the time of Invoice generation, the GST number and PAN number of the L1 bidder and Buyer (HAL) should be indicated. Therefore please note that the GST Number: 21AAACH3641R1ZJ and PAN Number: AAACH3641R of HAL, Engine Division-Koraput. The vendor must submit invoice mentioning the GST number and PAN number of their company as well as HAL, Engine Division as per Government of India guidelines.

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

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

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

21. HSN CODE AS PER OUR RECORD FOR ITEM NO. 1, 2 & 3 IS 38140010 & ITEM NO.4 IS 32081030 & HSN CODE FOR ITEM NO. 5 IS 35061000.

22. Micro and Small Enterprises (MSE) get benefits such as issuance of tender sets free of cost, exemption from payment of Earnest Money Deposit (EMD) and reserving quantity of minimum 25% as L1+15% purch

ase preference (i.e. opportunity to match with L1 price provided MSE price is within L1+15%), where L1 is a non-MSE vendor. For MSMEs & Start-ups, interest amount should be calculated for beyond 15% Advance.

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

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

25. REPEAT ORDER:

HAL reserves the right to place repeat Order up to 100% of the value of the original order (statutory levies shall be paid as applicable) within 12 months from the date of completion of the original order. The prices, terms and conditions of the repeat order shall be the same as that of the original. However, placement of r epeat order is not

guaranteed and this will be at the sole discretion of HAL.

26. OFFERS RECEIVED FROM BIDDERS WITH SAME IP ADDRESS WILL BE TREATED AS “ **REJECTED**” AND WI LL NOT BE CONSIDERED FOR EVALUATION.

27. It is requested to submit the Bank Account Details **i.e BANK MANDATE or CANCELLED CHEQUE or BANK STATEMENT** duly authenticated by the bank along with the offer. **Further the screen shot of Account Details from GeM portal to be submitted alo ng with bid. If necessary bank details document not submitt ed, the offer may liable for rejection.**

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9. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---