

Aircraft Division
Hindustan Aeronautics Limited

Vimanapura Post, Bangalore – 560 017 (INDIA)

Tender No: **A/BA4/FSG/FT-RT/RC**

Tender Date: 21-Aug-2013

Last Date for Submission of Tender: 19-Sep-2013

**“Rate Contract for supply of Industrial Foam Tenders and
Emergency Response Rescue Tender to various Divisions of HAL”**

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CHAPTER – 1
i. INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 HAL Aircraft Division Bangalore (hereinafter referred to interchangeably as "HAL" or "Purchaser") invites bids in two bid system – (i) Technical Bid & (ii) Commercial Bid from manufacturers or their authorized distributors, stockiest and also from Government/Semi-Government Organizations, Public Sector Undertakings and also from foreign Principals for establishing a Rate contract for the procurement of **Industrial Foam Tender and Emergency Response Rescue Tender** (hereinafter referred to interchangeably as the "Equipments" or the "Items" or the "Goods" or the "Stores" or the "System") for use at HAL Divisions in various locations (hereinafter referred to interchangeably as Purchaser Division). for a period of **One year** as per the Technical Specifications (**Chapter-4 i and ii**) in this document. **Both the bids will be kept inside a sealed cover super scribing on it the name, tender reference and due date** . As per the present requirement, the locations of HAL Divisions where Industrial Foam Tender are to be used are Bangalore, Koraput (Orissa), Barrackpore (West Bengal) and Bangalore is where Emergency Response Rescue Tender to be used. The details of various HAL Divisions and locations can be referred on HAL Website www.hal-india.com.
- 1.2 Bidders are advised to study the tender document carefully & thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the goods. No request for the change of price or time schedule of delivery of Goods shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.4 The Purchase committee with the approval of competent authority reserves the right to relax any terms & conditions in HAL's interest.
- 1.5 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

2. Schedule of Tender:

- 2.1 The tender document can be obtained from the office of Senior Manager (Purchase), Aircraft Division, Bangalore during office hours on any working day till the due date for submission of tenders. Alternatively the tender document can be downloaded from HAL website www.hal-india.com →Tenders→Aircraft Division, Bangalore→Tenders or from HAL's e-procurement portal <https://eproc.hal-india.com>→Go to tender→Tender free view. The Tender document fee (non-refundable) is **Rs 2000/- payable to Hindustan Aeronautics Limited in form of Account payee DD**.
- 2.2 The sealed bids will be accepted till 14.00 hrs. on 19-Sep-2013 . The sealed bids can be put personally in the Tender Box kept in the Reception office of the HAL Aircraft Division, Bangalore. The bids may also be sent by Registered Post/Courier/Speed Post addressed to the HAL Aircraft Division, Bangalore so as to reach latest by the stipulated date and time. Alternatively, bidders may also upload their bids in HAL's e-procurement portal (please read the instructions at clause 15 and Chapter 8).
- 2.3 Technical bids will be opened at 10.00 hrs. on 20-Sep-2013. The bidders or their authorized representatives may be present, if they so desire.
- 2.4 The representatives (employee, manager, owner, partner, Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc. must carry authorization letters from the firm concerned.

- 2.5 The pre-bid meeting will be held **at 10.00 hrs. on 10-Sep-2013** for the equipments mentioned in the schedule of requirement (Chapter-3) at AGM(IMM)'s office HAL Aircraft Division, Bangalore. The prospective bidders may send their queries regarding the tender specifications, terms & conditions etc by email (**sm_pur_ac@hal-india.com**) latest by **14.00 Hrs. on 05-Sep-2013**.
- 2.6 After evaluation of the technical bids, the short-listed bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.7 The Commercial bids of the short-listed Bidders will be opened at HAL Aircraft Division, Bangalore and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
3. **Delivery, Installation and Commissioning:** Purchaser Divisions will release separate Purchase Orders based on the Rate Contract. Delivery, installation, testing & commissioning of the equipments at Purchaser Division premises shall be completed by the Supplier **within 150 (one hundred and fifty) Days from the date of placement of Purchase Order based on the Rate contract.**
4. **HAL's Right to vary quantities, finalize location wise order at the time of placement of Supply Order/signing of Contract:** HAL reserves the right to vary the quantities and/or split the order among the selected Bidders, in case the L-1 rates are the same, finalize the orders based on location wise L-1.
5. **HAL's right to accept any Bid and to reject any or all bids:** HAL reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract.
6. **Bidder Qualification:** The "Bidder" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Goods for which prices are quoted on the Price Schedule, **Chapter-5** or his duly authorized distributors in which case he shall submit a certificate of authorization from the manufacturer.
7. **Bid Security (Earnest Money):**
- 7.1 Bid Security (Earnest Money) amount of **Rs 175000/-** (Rs One lakh seventy thousand only) in the form of Account Payee Demand Draft, in favor of HINDUSTAN AERONAUTICS LIMITED payable at Bangalore. Failure to do so will result in the **rejection** of the bid.
- 7.2 The bidders registered with National Small Industries Corporation (NSIC) may be exempted from depositing of Earnest Money. The bidders shall have to enclose documentary proof to authenticate their firm's registration with the organization for the specific item to avail this exemption.
- 7.3 EMD amount will be reimbursed to unsuccessful bidders upon finalization of contract. No interest will be payable by the Purchaser on this amount.
- 7.4 The Bid Security (Earnest Money) may be forfeited:
- a) if a Bidder withdraws his bid during the period of bid validity; or
 - b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance with **Clause 1 of Chapter-2**; or
 - ii) if at any stage any of the information/ declaration is found false.

- 7.5 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to **Clause 1 of Chapter-2**.
8. **Period of Validity of Bids:** Bids shall remain valid for 06 (Six) calendar months from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
9. **Terms and conditions of Tendering Firms:**
- 9.1 Conditional offers are not acceptable and vendors/firms should confirm to HAL's terms and conditions.
- 9.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 9.3 Bidder must state categorically whether or not his offer conforms to the specifications given in **Chapter 4**, specify clearly deviation if any of the tender. Bidder should also substantiate the claims of technical confirmation with supporting documents like catalogs, brochures, write-ups on the quoted product. Bidder is free to quote better version or to add any better configuration in line with technical specification of **Chapter 4**, supported by relevant technical documents .
10. **Bid Requirements:**
- 10.1 The Bidder must quote for the required quantities item wise as listed under the Schedule of Requirements (**Chapter – 3**) in the Price Schedule format, **Chapter–5** separately. **For bidding through e-procurement, please refer clause no.15.**
- 10.2 The Successful Bidder(s), irrespective of their registration status, shall be required to furnish to the Purchaser Division (HAL Division placing the Purchase Order based on the Rate Contract), Security Deposit for 5% of the Supply / Purchase order value, at the time of placement of Supply order valid till completion of supplies and performance Bank Guarantee to Purchaser Division for 5% of the Purchase Order value at the time of Installation commissioning and final acceptance for a period of 1 year 6 Months from the date of final acceptance, as per the prescribed format (**Annexure-C-6a of Chapter -7 and Annexure C-6b of Chapter -7 respectively**) . The Security Deposit and Performance guarantee can also be furnished in the shape of A/c Payee Demand Draft. However the Security Deposit is adjustable against performance Bank Guarantee, as feasible, if so desired by the vendor.
- 10.3 All the bidders participating in the Tender must submit a list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India. Any firm black listed by any Govt. Dept shall not be considered for this tender.
- 10.4 **Tender Fee and Earnest Money shall be part of Technical Bid.** Bids not accompanied by Tender Fee and Earnest Money will be summarily **rejected**.
- 10.5 Conditional bids, Optional bids and incomplete bids will be summarily **rejected**.
- 10.6 The bid shall contain no interlineations and errors or overwriting. All pages of the Bid must be signed and sequentially numbered by the Bidder, if the bid is not submitted through HAL's e-procurement portal.
- 10.7 Technical bid should contain only the compliance matrix to HAL's technical specification, the list of all accessories / optional items quoted at price schedule, catalogues/ brochures of the product and any relevant product information **other than pricing**. Any additional relevant information to be uploaded separately and should be available during Technical Bid opening. **Technical Bid which includes pricing will summarily be rejected.**

11. **BID PRICES:**

11.1 The Bidder shall indicate on the Price Schedule, **Chapter-5** attached to these documents the Unit Prices and total Prices of the Goods it proposes to supply under this tender in the following manner:-

- i) Unit Price inclusive of all duties
- ii) Sales Tax
- iii) Installation and commissioning charges
- iv) Service Tax on 'f'
- v) Total FOR destination i.e. at each HAL Purchaser Division i.e. d+e+f+g
- vi) AMC charges per annum, which would remain constant for five years.
- vii) Total of h+i for each location

Note:- Optional rates shall not be considered and the bid shall be 'rejected'.

11.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

This Tender Document and the prices quoted to be valid for 01 (one) year from the letter of Acceptance (LOA) / Letter of intend (LOI).

11.3 **In case of foreign suppliers, conversion rate prevailing on the date of opening on the price bid will be considered.**

11.4 The bidder should ensure that all columns of the price schedule [**Chapter-5**] may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee / HAL

12 **GUARANTEE/WARRANTY**

The Bidder shall provide on site comprehensive Guarantee/Warranty for all goods/equipment at least for a period of **01 Year** from the date of final acceptance of the equipment.

13 **Contents of Bid:** The Bids prepared by the Bidder shall comprise of the following two components:-

- a) Technical Bid comprising of the following and to be filled on the format sheets provided in each Tender Document. This is mandatory:
 - i) Supporting documents for Pre-Qualification Criteria (**As per Chapter 1 (ii)**)
 - ii) Bidder Particulars (**Annexure C-1, Chapter 7**)
 - iii) Bid Form (**Annexure C 2, Chapter 7**)
 - iv) Technical Compliance for Specifications of the Goods (**Chapter 4**)
 - v) Guarantee (**Annexure C3, Chapter 7**)
 - vi) All technical brochures/documents relevant to the Bid.
 - vii) Demand Draft for **Rs. 2000/-** in favour of HINDUSTAN AERONAUTICS LIMITED shall be attached towards Tender fee (**Clause 2.1 Chapter-1**), EMD for **Rs.175000/-** in the form of A/C Payee Demand Draft in favour of HINDUSTAN AERONAUTICS LIMITED payable at Bangalore.(**Clause 7 of Chapter 1**)
 - viii) Certificate as per **clause 10.3 of Chapter 1**
 - ix) Certificate as per **clause 8.2 of Chapter 2**
 - x) Undertaking as per 11.1 of **Chapter 2**
 - xi) Check List of Technical Bid (**Annexure C4, Chapter 7**)
- b) Commercial Bid comprising of the following and to be filled in accordance with the formats provided in the Tender Document:
 - i) Bid Letter (**Annexure C 5, Chapter 7**)
 - ii) Price Schedule **Chapter – 5** with Guarantee warranty Period of 1 year.
 - iii) Bill of Quantities (**Chapter 3**)
 - iv) Check List of Commercial Bid (**Annexure C7, Chapter - 7**)

14. **Procedure for Submission of Bids (normal bidding):**

14.1 Two-bid System **shall be followed** for this tender:-

- a) Technical Bid in one sealed cover super-scribed with name of the tender, Tender reference and due date. Please note that prices should not be indicated in the Technical Bid.
- b) Commercial Bid in one sealed cover super-scribed " with name of the tender, Tender reference and due date.

14.2 Both the Technical Bid cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover super-scribed with name of the tender, Tender reference and due date.

14.3 All the covers should also indicate clearly the name and address of the Bidder.

15. Submission of bids through HAL's E-procurement portal

Bidders should upload quotation along with relevant information in the E-procurement portal of HAL (eproc.hal-india.com) :

- 15.1 Technical bid should contain documents supporting Pre-Qualification Criteria, the compliance matrix to HAL's technical specifications (Chapter 4), documents as mentioned at clause 13(a), the list of all accessories / optional items quoted at price schedules 5(i) and 5(ii) & additional worksheets Annexure-5(i)a & 5(ii)a, catalogues/ brochures of the product and any relevant product information other than pricing. Any additional relevant information to be uploaded separately and should be available during Technical Bid opening. **Technical Bid which includes pricing will summarily be rejected.**
- 15.2 Price/Commercial Bid should include the duly filled **price schedule formats 5(i) and 5(ii)**. Any additional information which involves pricing like break-up, pricing for spares, other commercial terms and conditions etc. may be provided in the additional Worksheets attached at **Annexure-5(i)a & 5(ii)a**.
- 15.3 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 as HAL's "e-Procurement System" at <https://eproc.hal-india.com> 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
- 15.4 Submission of Tender Fee and Earnest Money Deposit in E-procurement:

Bidders should provide the Tender Fees and EMD in the form of Demand Draft in favor of Hindustan Aeronautics Limited, payable at Bangalore, enclosed in a cover with tender reference and due date super scribed, and should reach the following address before **Tender Closing date, by 14.00 hrs.**

**Chief Manager [Purchase]
Hindustan Aeronautics Ltd.,
Aircraft Division [Purchase Department]
Bangalore Complex, Bangalore-560017.
PH : 080-22321585**

Scanned image / pdf of Demand Draft for Tender Fees and EMD should also to be uploaded and to be made available during Technical Bid opening.

If the scanned image/ pdf of the DD for Tender Fees and Earnest Money Deposit is not available at the e-procurement portal during the time of Technical Bid opening and also the original DD (hard copy) not received before Technical Bid opening, such Bids shall be summarily rejected.

Exemption: Vendors exempted from the payment of EMD as per Govt. of India directives must upload certified copy of GOI's authority for such exemption in lieu of EMD. Units registered with National Small Industries Corporation (NSIC) with a valid registration certificate as on Tender opening date, are also exempted from submission of EMD. **Failure to upload the proof of eligibility for EMD exemption will result in the rejection of bid.**

ii. PRE-QUALIFICATION CRITERIA [PQC]

a) TECHNICAL:

The bidder should have executed similar contracts -supplying Foam / Rescue Tenders in the last 5 years from the last date of submission of tender. In support of same, bidder shall submit Copy of Contract / Purchase Order and the performance report from their customers along with the offer to substantiate the claim, failing which the offer shall be rejected.

b) FINANCIAL

1. Annual Turnover: The annual turnover of the bidder should be equal to or more than amount as detailed below for the preceding three financial years [2009-10, 2010-11, 2011-12]. Minimum Annual Turnover for the bidder should be **Rs. 69 Lakhs**.

2. Net worth: The Bidder should be a company having a **positive** net worth for each of the last 03 financial years ending on 31st March 2012. Copy of the audited financial statements like the balance sheets to be attached.

3. Solvency Certificate: Bidder should furnish latest Solvency Certificate from Nationalized / Scheduled Bank for a minimum of **Rs. 92 Lakhs** and above, in the name of Proprietor / Partners /Firm and issued within a period of 12 months from the last date of submission of tender.

Note to Pre-Qualification Criteria- [FOR STRICT COMPLIANCE]

[I] Bidders must furnish all relevant certificates / documents / information in support of their credentials to the above "PQC", enclosed / attached in Technical Bid, failing which the bid may be rejected summarily.

[II] Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

[III] Only bids meeting the PQC will be considered for subsequent technical evaluation.

[IV] The bidder along with the bid shall furnish documentary evidence at the first instance itself to substantiate their claim meeting the requirement specified in "PQC". Qualification may be completed based on the details so furnished without seeking any subsequent additional information.

[V] Even though bidder meets all the criteria mentioned above, HAL reserves the right to assess the Bidder's capability and capacity to perform the job, in the overall interest of HAL and HAL can reject the bid(s) at any time without assigning any reason and without incurring any liability to the affected bidders(s).

CHAPTER – 2
CONDITIONS OF CONTRACT

1. **Award of Contract:**
 - 1.1 HAL will intimate the successful bidder regarding the acceptance of the bid for entering into the Rate Contract. The successful bidder should execute an agreement within 15 days of such intimation failing which a fine of Rs 2500/- per week to a maximum of Rs 10000/- will be levied for delay in submission. The cost of required stamp paper should be borne by the successful bidder.
 - 1.2 The finally selected bidder shall bring along with him, the power of attorney and common seal etc. for signing the contract.
 - 1.3 Individual Divisions will be placing Separate purchase orders based on the Rate Contract indicating their own requirements.

2. **Security Deposit and Contract Performance Bank Guarantee**
 - 2.1 **At the time of award of Supply Order based on Rate Contract, the RC holder** shall furnish Bank Guarantee for 5% of order value towards Security Deposit valid till completion of supply as per HAL's format at **(Annexure C-6a, Chapter 7)**. Bank guarantee should be provided from a nationalized / reputed bank to Purchaser Division.

 - 2.2 Contractor shall submit to Purchaser Division, Performance Bank Guarantee for 05 percent of the value of the Supply order as per specimen proforma at **(Annexure C-6b, Chapter 7), from a** nationalized / reputed Bank. Bank Guarantee should be valid for a period of 1 year 6 Months from the date of installation / acceptance of the items. The Security Deposit / Performance Security can also be furnished in the form of A/C Payee Demand Draft.
 - 2.3 The Performance /Security Bank Guarantee will be in the name of the respective HAL Purchaser Division which would place the Supply/ Purchase Order based on the rate contract finalized.

3. **Payment Schedule** : The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-
80% of the supply value will be released by the respective HAL Purchaser Division after receipt of the goods and receipt of Supplier's bill complete in all respect. Balance payment will be released after installation / commissioning of the equipments and receipt of Performance Bank Guarantee.
 - 3.1 **Delivery of goods:** The Supplier shall notify the Purchaser Division about the delivery of the goods to the Delivery Site one week in advance of the expected date of partial or complete delivery.
 - 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Goods supplied under the contract failing which the Purchaser Division shall proceed with the inventorisation in the Supplier's absence and the Purchaser Division's inventorisation report shall be binding on the Supplier.

4. **Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser Division of the date of each shipment from his works and the expected date of arrival of goods at the site.

5. **Delivery, Installation and Commissioning** : Delivery, installation, testing & commissioning of the equipments at HAL Purchaser Division premises shall be completed by the Supplier in accordance with the terms specified in the contract and purchase order, within 150 (one hundred and fifty)Days from the date of Purchase Order.
6. **Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
7. **Inspection :**
- 7.1 The Purchaser Division shall have the right to inspect and/or test the goods for conformity to the Contract Specification.
- 7.2 Should any inspected or tested Goods fail to conform to the specification, the Purchaser Division may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser Division.
- 7.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
- 7.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser Division.
- 7.5 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the Supplier at the time of handling / handing over the completed works to HAL Purchaser Division.
- 7.6 For the purpose of taking over the goods/system supplied, an Acceptance Test shall be carried out at the Purchaser Division destination site. The equipment that meets the acceptance test shall only be accepted by the Purchaser Division.
- 7.7 The installation or commissioning shall not be deemed to have been completed unless all the Goods and System are accepted by the Purchaser Division.
- 7.8 Before the equipment is taken over by the Purchaser Division, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.
8. **Guarantee/Warranty:**
- 8.1 The Supplier shall provide comprehensive on-site Guarantee/Warranty for all goods/equipment supplied under the Contract at least for a period of 01 (One) year from the date of final acceptance of the equipment.
- 8.2 The Supplier should have a maintenance base in India /or establish the same within a period of two months of the supply in order to provide maintenance service, of the System being offered, "efficiently and promptly". Certificate in this regard shall be submitted by the Bidders with their technical bid.
- 8.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
- 8.4 The Supplier shall provide necessary Software updates free of cost during the warranty/guarantee period, if applicable.
- 8.5 The maintenance services, including spares shall be free of cost during the warranty/guarantee period.
- 8.6 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier within Twenty Four hours from the time of such calls, in case of Bangalore, Hyderabad, Nasik, Lucknow, Kanpur, within Seventy Two hours in case of other locations. The defective item/equipment should be repaired the same time at Purchaser

Division's location. In case of major defects requiring the defective item/equipment to be taken to the Supplier's workshop, it should be returned within a week duly repaired, or in case of further delay an immediate substitute item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the item/equipment will be the responsibility of Supplier.

8.7 Apart from the service/repair calls, the service engineer deputed by the Supplier will visit the site once in every 03 months to carryout the Preventive Maintenance and diagnostics of the equipment during the Warranty Period.

8.8 Delays in attending the calls and or repairing the defective item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with Clause 12.

9 Post-Warranty services and maintenance:

9.1 The Supplier shall be capable of undertaking comprehensive on-site maintenance of the equipment, for **full life cycle of the equipment after** expiry of the warranty/guarantee period. The bidder shall indicate the estimated life span of the quoted equipment.

9.2 All venders shall compulsorily quote for Comprehensive AMC charges **which shall remain constant for Five years**, of each unit, for a comprehensive AMC coverage which includes complete operational support, replacement of components, providing substitute etc, with scope being similar to Guarantee/Warrantee period. **The CAMC charges** shall be binding on vendor, if HAL desired to formulate comprehensive AMC on the same vendor. **The CAMC charges shall be considered by HAL** as loading factor to determine the L-1.

9.3 The Purchaser shall also have the right to decide whether or not to enter in to the maintenance agreement with the Supplier.

10. Training:

10.1 The scope of work envisages that the Bidder shall undertake to train the staff nominated by the respective HAL Purchaser Division in different aspects of equipment design, functioning, testing, operation & administration, maintenance and repair.

10.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of HAL Purchaser Division personnel who may be deputed to work on the project.

10.3 The system Administration and Maintenance Training program, at the user's location, will be structured so as to train HAL Purchaser Division personnel deputed for the purpose.

10.4 The user operational training program, at the user's location, will be structured so as to train Purchaser Division's supervisory and training personnel.

10.5 Bidder will provide complete details on the training programs to be offered including:

- (1) Material to be covered
- (2) Number of hours of training per operator or technician for each specific course
- (3) Supporting documentation to be provided.

11. Spare Parts:

11.1 The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all the Equipment and the complete System for its life cycle.

11.2 The Bidder shall include in his tender, the break-up of essential spares required for efficient maintenance of the supplied System and quote their value in **Chapter-5**, in his own format, along with Price Bid.

12. **Delay in the Suppliers performance**
- 12.1 Delivery of the Goods and performance of Services including Warranty shall be made by the Supplier in accordance with the time schedule specified in the contract. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with Clause-13 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with Clause-20 below accompanied by forfeiture of Bank Guarantee/Performance Security.
- 12.2 If the bidder fails to supply the equipments within the stipulated period, the Purchaser Division reserves the right to purchase the equipments from open market and difference of bill, if any, will be recovered from the bills of the bidder.
13. **Liquidated Damages** : If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser Division shall, without prejudice to its other remedies under the Contract, deduct from the Purchase Order Price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5 percent of the value of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 05% (Five Percent) of the undelivered Equipment/Services.
14. **Patent Indemnification:** The Supplier shall indemnify HAL against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
15. **Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
16. **Assignability:** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
17. **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
19. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and **the Bangalore Courts** shall have jurisdiction in this regard.
20. **Termination for Default of Contract / Purchase Order**
- 20.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.

- 20.2 On termination of the Contract / Purchase Order for default, the security deposit / Performance Bank Guarantee of the Supplier will be forfeited and action may be taken to black list the Supplier.
21. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
22. **Termination for Convenience**
- 22.1 The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 22.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased by the respective Purchaser Division at the Contract / Purchase Order terms and values. For the remaining Goods the Purchaser Division may elect:
- (a) to have any portion completed and delivered at the Contract terms of values, and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
23. **Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser Division and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of HAL Purchaser Division (Which will be indicated in the Purchase Order released by the respective Division) and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Bangalore, India.

HAL Aircraft Division

CHAPTER -3

BILL OF QUANTITIES- PRESENT REQUIREMENT OF 04 NOs INDUSTRIAL FOAM TENDERS FOR USE IN VARIOUS HAL DIVISIONS

SL. NO.	DIVISION /LOCATION	TOTAL QUANTITY
1	F&F Division Bangalore	01
2	Helicopter Division Bangalore	01
3	Barrackpore Division west Bengal	01
4	Koraput Division Orissa	01
	Total	04

BILL OF QUANTITIES- PRESENT REQUIREMENT OF 01 NO EMERGENCY RESPONSE RESCUE TENDER FOR USE IN HAL DIVISION

SL. NO.	DIVISION /LOCATION	TOTAL QUANTITY
1	Airport Service Centre Bangalore	01
	Total	01

CHAPTER -4

i) TECHNICAL SPECIFICATION FOR INDUSTRIAL FOAM FIRE TENDER

(Enclose with Technical Bid)

Sl No.	Specifications	Yes	No
1	2	3	4
1	General Requirements		
	1.1 The appliance shall incorporate a Fire Pump of 2250 LPM @ 8.5 Kg/cm ² capacity and water tank of 4500 Liters and Foam tank of minimum 500 Liters capacity		
	1.2: Foam tender shall be fabricated in a manner, so that it shall confirm the following characteristics		
	a) Gross Vehicle Weight: Not more than 16,000 Kgs including crew, water, Foam and Equipments.		
	b) Maximum speed on level road : Not less than 72 km/h fully laden		
	c) Acceleration from a standing start (fully laden): 64 km/h in 55 seconds		
	d) The appliance shall be capable of being started from rest on a gradient of 1 to 4.		
	e) When traveling at 48 km/h on a level dry surface the foot brake shall be capable of stopping the vehicle within a distance of 8 m from the point at which the brake is applied. The hand brake shall be capable of holding the fully laden appliance on a dry surface gradient of 1 in 4 when in neutral gear.		
	f) The appliance shall have the following overall dimensions; Wheel base : 4500 mm Approx Turning circle : 20 m Approx Road clearance : 23 cm Approx Overall width : 2.50 m Approx		
2.	<u>CHASSIS</u> The Foam Fire Tender shall be built on 16 ton Chassis with minimum 150 BHP,6 tyres, full Forward control, power steering, and Inter cooled turbo engine type of Ashok Leyland / MAN / VOLVO/ TATA. A spare tyre with rim shall be provided with the vehicle. The cabin shall have seating capacity of 2+4 personnel. Note: The chassis will be bought in the name of General Manager, HAL Purchaser Division by the superstructure manufacturer and actual cost, as per OEM invoice, will be reimbursed as per agreed terms and condition. This will include permanent respective divisional state registration and insurance charges. The engine shall compliant with Bharat-IV Stage.		

1	2	3	4
3.	<p>PUMP</p> <p>a) Rear mounted combined Low (Rated output 2250 LPM at 8.5Kg/cm², Type single Stage centrifugal pump) and</p> <p>b) Mid-ship mounted High pressure (150 LPM@ 100 bar pressure) Pump Shaft made of stainless steel as per IS: 6603-1972;</p> <p>Pump Body made of gunmetal</p> <p>Impeller ring and Neck ring made of lead Tin Bronze which can be replaced easily.</p> <p>Impeller Dynamically balanced made of gunmetal</p> <p>Pump shall be provided with Mechanical self adjusting type seal</p> <p>Suction Inlet having 100 mm dia, with internal strainer & blank cap, as per IS: 902-1974 Specification</p> <p>Quadruplet Delivery Valves, in a manifold i.e. 4 x 2 ½ inch, with 63 mm standard quick release type instantaneous female couplings with blank caps as per IS: 903-1975 Specification</p> <p>Drain plug made of stainless steel shall be provided at the bottom of casing for draining the residual water.</p> <p>The casting shall withstand the hydraulic pressure as described in the IS 950:1980.</p> <p>Certificate of authorization from the OEM shall be provided during delivery of the vehicle.</p>		
4.	<p>Primer:</p> <p>The primer shall be of fully automatic / positive displacement in action and it shall disengage automatically as soon as the pump is primed. It shall be capable of lifting water at least through 7 meters at a rate of not more than 30 seconds.</p>		
5.	<p>PUMP CONTROL PANEL: Adequately illuminated control panel (LED) shall be provided and the control panel at the rear shall include the following;</p> <p>Compound Gauge (Liquid filled Gauge)</p> <p>a) For vacuum: 0-75 cm Hg, Preferably in black</p> <p>b) For Pressure: (Liquid Filled Gauge) 0-22 kgf/cm² /Ultra High Pressure Gauge shall have 0-150Kg/cm², preferably in black</p> <p>Pressure Gauge: a) 0-22 kg/cm² for low pressure, b) 0-150Kg/cm² for ultra high pressure pump.</p> <p>Selector Control Valve for the Foam proportioner</p> <p>Valve for the auxiliary foam connection</p> <p>Valve for the tank to pump (ISI Marked Butterfly type)</p> <p>Valve for the engine cooling circuit control(ISI Marked Butterfly type)</p> <p>Foam Tank isolating valve</p> <p>Valve for the First aid hose reel control</p> <p>Valve for tank filling from pump to tank</p> <p>Pump hour meter should be provided</p> <p>Throttle control for engine</p> <p>Water level indicator, Foam level indicator</p> <p>Control valve hydrant connection</p> <p>Valve for roof top monitor control</p> <p><i>Note:</i> Any other controls / valves / gauges, not mentioned above & may seem necessary at the time of stage inspections, will be provided by the vendor without additional cost.</p>		

1	2	3	4
6	<p><u>COOLING SYSTEM:</u> Indirect inter coil cooling system of open circuit type consisting of a special heat exchanger shall be provided to the vehicle engine & PTO to enable full power out put to be maintained during pumping operation without overheating and water shall be discharged to waste. The oil & oil sump shall be prevented from overheating.</p>		
7	<p><u>POWER TAKE OFF SYSTEM</u> Branded heavy duty Power Take-Off system shall be fitted behind the engine gear box capable of full torque of the engine used to drive the pump at rear. Pneumatically with manual ride over operated VAS /Syall/ Web star/ make Push knot & liver switch system PTO engaging and disengaging for to the pump shall be provided in the driver's cabin. PTO Make, Brand name and proof of purchasing brand new PTO shall be mentioned.</p>		
8	<p><u>Ultra High Pressure Pump:</u> The rear mounted UHP pump output will be of 150 LPM Discharge $\pm 10\%$ allowance @ 90-100 bar pressure. The pump will be a positive displacement type (six plungers) working to its capacity at not more than 1000 RPM. A by-pass for letting the water back to the tank will be provided to release excess pressure generated due to shutting of the hand lines or while discharging just 75 LPM discharge $\pm 10\%$ allowance @ 90-110 bars. The pump shall be guaranteed for a min. life of 3000 hours of operation by the pump OEM. It shall have double seals on each plunger, withy a low pressure intermediate chamber to keep the water seals cool & lubricated. This is to permit the recirculation of any leakage from the high pressure side back to pump suction inlet. The pump will have synchronized pistons of super hard ceramic to reduce the chances of any wear & tear. The connecting rod would be of an alloy which has low attrition coefficient, high wear resistance & high anti-seize properties. The hydraulic structure of the pump shall be so designed to simplify scheduled maintenance procedures (like gasket & valve replacement). The pump suction line will have inline mesh filters to filter the impurities from the tank & outside sources & it will deliver water directly to the hose reels. This pump shall have separate drive from the engine.</p> <p>The name of pump manufacturer with make, model, and warranty certificate and authorization letter shall be submitted along with tender documents.</p>		
9	<p><u>WATER TANK</u> A water tank 4500 liters capacity shall suitably mounted on the chassis in a manner so that load shall be distributed evenly on axles. The tank body shall be provided 2 baffles to prevent surge when the vehicle is breaking, cornering or accelerating and shall be so arranged in a manner to provide the passage of a man throughout the tank for cleaning & painting purpose.</p>		
	<p>The welded tank body fabricated by MS sheet, the bottom shall be made by 5 mm and sides & top shall be made by 4 mm thick plate. Baffles plats shall be of removal Type with SS Nut & bolts & shall be fabricated by 4 mm thick mild steel sheet.</p>		

	<p>The tank shall be mounted on minimum of 3 cross members to counteract stresses caused by chassis. The tank shall have curvature at the bottom and welding at the top.</p> <p>The tank shall be given adequate anti-corrosive epoxy treatment consisting one coat of primer with two coats of finish after preparing the surface by sandblasting from inside.</p>		
	<p>The tank shall be provided one inspection manhole with lid and another sealed with nut bolt, both shall be at least 45 cm dia on top and a cleaning hole of 25 cm dia at bottom.</p>		
	<p>The tank shall be connected with pump and hose reel and valves and shall provide in such a way that any following operations are possible:</p> <ol style="list-style-type: none"> a) Hydrant to tank b) Hydrant to Hose reel c) Tank to Pump to hose reel d) Hydrant to pump to hose reel, and e) Pump to tank f) Pump to Monitor g) Off. <p>All pipes shall be installed in such a way so that accessibility shall be easy for maintenance purpose.</p>		
10	<p>HOSE REEL :One hose reel (as per IS: 884-1969) shall be provided at the rear of the appliance with 60 m length of 20 mm bore hose connection by screw “C” type quick release couplings and terminating with a control branch with 5 mm metal nozzle. The reel shall be fitted with over brake or locking device. The tube shall be of BIS marked. Separate hose reel with gun shall be provided for UHP Pump.</p>		
11	<p>FOAM COMPOUND TANK: A foam compound tank 500 Liters capacity shall be mounted on the chassis in addition to the water tank and as a separate and distinct unit which can be removed separately for replacement. The welded construction tank shall be fabricated by 3 mm thick stainless steel plate (SS-316) with suitable baffles to prevent surge when the vehicle is breaking, cornering or accelerating. The tank shall have a filling orifice of not less than 150mm dia with a removable strainer fitted to it. A suitable breather shall be provided on top. The material of strainer shall not be affected by continuous contact with foam compound. The filler cap shall clearly mark FOAM by pressing, casting or embossing.</p>		
	<p>The tank shall incorporate a removable sump fitted with a drain valve. The foam compound draw-off tube shall be positioned in the centre of the sump in such a manner that foreign material or sludge shall not pass into the compound line. The draw-off tube shall be fitted with a gauge strainer of suitable material, mesh, size and adequate straining area. Means shall be provided for automatic venting of the foam compound tank when the foam is being produced or the tank is being filled. This shall not be incorporated with the tank. The draw-off tube shall connected to the foam compound proportionator/inductor and pump and automatic flow control valve shall be incorporated in it so as to maintain a constant induction rate not more than 6% with varying foam output.</p>		

12	<p><u>AROUND THE PUMP PROPORTIONATOR / INDUCTOR</u> Around the pump proportioner / inductor shall be fitted in a suitable position to the pump and enable to induct foam compound into the water stream with no loss in delivery pressure from the pump. The proportioner comprises of an inductor and 4 positioned selector knob, i.e. 1%, 3%, 6% & Off. The off position will isolate the proportioner allowing the pump to operate in the normal manner. Provision shall also be made for drawing foam compound into the foam producing system from an external source through a pick-up tube while producing foam.</p>		
13	<p><u>MONITOR</u> A foam monitor shall be provided with Jet & Spray mode & to be mounted on roof top of the cabin & provision shall be made to operate manually from the crew cabin. The monitor shall be capable of traversing through 360⁰ in a horizontal plane, elevating from horizontal to 45⁰ and depressing from horizontal to not less than 15⁰ and full rotating in both directions. Additional provision for foam pickup tube shall be made on monitor.</p>		
	<p>The aggregate foam discharge shall be not less than 13500 LPM through monitor and up to 2 hand lines OR 7000 LPM through monitor only. The foam discharge to an effective distance shall not be less than 50 meters in still air when operated at the designed pressure in a straight jet pattern without dripping.</p>		
14	<p><u>BODY WORK & STOWAGE:</u> The driver's and crew cabin, without partition (Single Cabin), shall be closed type with both side double door to provide accommodation for driver, crew chief in front and a crew of 4 firemen in the rear with a provision of BA Back Seat for two BA Sets. The driver and the officer shall have independent seats and drivers Seat shall be adjustable type. The door shall be hinged opening outwards and shall be hung forward and shall have catch locks and flush type handles. All seats shall have foam cushions and shall be upholstered with Rexene. The door window glasses shall be fitted with winding machines. One roof light shall be provided in the driver's Compartment. 2 mm thick Aluminum Checker sheets shall be used for cabin flooring, lockers & roof top of vehicle.</p>		
	<p>Suction hose tunnels shall be provided to carry four numbers 2.5 meters lengths of suction hoses in convenient location. Suitable drain holes shall be provided preferably at the bottom of the tunnels and stowage compartments</p>		
15	<p><u>LOCKERS</u> The door of lockers shall be roller shutters type for easy operation fixed with double ball bearings (sealed types) as per the latest international standards. Roller shutters should be rolled inwards underneath the roof for giving unobstructed, easy & immediate access to the equipment lockers and the fire fighting material. These roller shutters shall open in every position of the vehicle even in rough terrain. To make them absolutely torsion free, the Guide rails supporting the shutters shall be provided over entire length on both sides.</p>		

	<p>The Roller shutters have a sturdy locking system to prevent accidental opening while the vehicle is in motion. Roller shutters would be of hollow rectangular shaped aluminum links, which are interconnected sealing the roller shutter watertight when closed. Lockers shall be provided both sides of the body for secure stowage of all equipment given at the SI No. 23. The height of the lockers from bottom to the top of the opening and depth shall be so adequate to stowage all necessary fire equipments.</p>		
16	<p>CO₂ SYSTEM : 04 numbers of CO₂ cylinders each containing 22.5 Kgs of CO₂ mounted on the appliances, two on either side. Each cylinder shall be connected in a common manifold assembly and fitted with a screw down valve along with 15 meters long common high pressure rubber discharge hose in form of a hose reel with discharge horn, to be operated independently in position. The cylinders shall be manufactured as per IS: 7285 with ISI Mark along with necessary PESO approval (Explosive Certificate).</p>		
17	<p>DRY CHEMICAL POWDER SYSTEM (BC Powder for other Divisions & TEC Powder for Foundry & Forge Division only) The dry chemical powder system shall comprise of two self contained units, each having a capacity of 75 kg of DCP and each shall be either side of the appliance. The expelling media shall be of Nitrogen/CO₂ and shall ensure complete discharge of the DCP contents at rate of not less than 2.25 kg per seconds from each unit.</p> <p>The DCP vessels shall be fitted with suitable 22 meters long 25 mm bore rubber hose along with terminating in a trigger control shut off nozzle, especially gun type. The range of jet shall be not less than 10 meters. The DCP shall be IS Mark, IS 4308</p>		
18	<p>LADDER GALLOWS: Heavy Duty Gallows to carry a 10.5 Meters BIS marked Extension Ladder shall be provided on the roof of the appliance with suitable rollers designed in such a way as to facilitate easy and quick withdrawal of ladder by one man from rear foot board. Rear provision shall be provided to climb up for daily roof top inspection</p>		
19	<p>TOOL KIT CONTAINER One tray for the normal kit of tools carried on the appliance shall be fitted at a convenient place.</p> <p>A maintenance and manufacturer instructions manual of all accessories shall be provided.</p> <p>A suitable tool kit shall be provided for maintenance and repair of vehicle & pump. The tool kit, jack (20 Ton Hydraulic) etc. provided by the chassis manufacturer shall be supplied separately.</p>		
20	<p>INSPECTION & ACCEPTANCE TESTS: A three stage inspection shall be carried out in the fabricator site and final acceptance will be done at the respective HAL Purchaser Division. All materials required during the acceptance test will be provided by the manufacturers. "Chassis is to be separately jointly inspected at OEM of Chassis before taking up fabrication". Scan report of chassis at OEM is to be submitted during inspection.</p>		

	<p>First stage inspection a) shall include vehicle chassis, water tank, foam tank, pump, primer etc. without mounting.</p> <p>b) The hydraulic pressure test of Water tank, foam tank, pump, primer etc. shall be carried out as laid down in the standard, i.e. IS 10460-83.</p>		
	<p>Second stage inspection a) shall include performance & acceptance test of all fire fighting system installed on the vehicle along with lockers, and cabins as per specification without painting. A 2'X2' body skin shall be painted as sample. The tests shall includes stability, gradient, endurance, articulation, rain test etc.</p> <p>b) The front axle, rear axle and total weight of the loaded appliance shall be checked and the same should not exceed the chassis manufacturer specifications.</p> <p>c) The Pump shall run non stop for a period of 4 hours to check the rated output at varying pressure. The engine shall show no sign of stress during the test.</p>		
21	<p>WORKMANSHIP AND FINISH (i) All parts of the appliance shall be of good workmanship and shall have streamlined finish. All mechanical and other parts shall be such that parts normally required to be replaced can be supplied and fit correctly.</p> <p>ii) The entire appliance shall be painted in FIRE RED Glossy Paint DUPONT/ ASIAN make confirming to shade No. 536 of IS: 5-1978. The thickness of paint shall be 0.15 to 0.2 mm using double coat spray painting on outer body. At least two coat of anticorrosive paint shall be applied before painting. The paint shall confirm to IS: 2932 -1974 and service lettering shall be of golden colours. Radium reflectors shall be provided on front & rear bumpers.</p>		
22	<p>MARKING :The vehicle shall be clearly marked with the following details on a metal plate, in driver cabin and rear side near to pump:</p> <p>Manufacturer Name and Trade Mark;</p> <p>Month and year of manufacturing</p> <p>Capacity of water, Foam and Pump out put</p> <p>Flow diagram for water-Foam Piping;</p> <p>Engine and Chassis No.</p>		
23	<p>MANUFACTURE GUARANTEE CERTIFICATE The manufacturer shall furnish a guarantee for the material, workmanship and performance of the appliance for a period of one year from the date of acceptance of equipment at HAL Site</p> <p>The manufacturer shall be responsible for replacing any part which may become unserviceable during the above period due to substandard material/bad workmanship free of all charges</p> <p>The vendor may take note of the following points before submitting the tender documents. Successful Vendor shall submit three sets of general arrangements drawings showing plan, section & elevation along with load distribution diagram with the appliance fully loaded with their offer. All material specification and quantity shall also be supplied along with the offer. Successful vendor shall start the fabrication only after getting the approved drawing.</p>		

	The fabricated vehicle shall meet all the regulations in accordance with the prevailing Motor Vehicle Act and in no case exceeds the chassis manufacturer specifications.		
24	<u>MANDATORY ACCESSORIES:</u> The following accessories shall be provided in addition to those normally fitted on modern commercial vehicles. All the items/Equipments shall confirm with IS: Specifications (ISI marked items only to be supplied):		
	Dual Electric Siren (01 No.) with PA System		
	Fog Lamp (02 Numbers)		
	Reversing Light (01 Set.)		
	Wind screen wipers (01 set)		
	Twin Amber (LED)Light/ LED Trafficator Blinkers Lighting Bar Type (01 Set.)		
	Search Light removable type (01 No.) fixed on roof top of the appliance with extra 30 Meter cable with necessary adaptors & tripod stand		
	Inspection Lamp with brackets to be clamped to the battery of the engine		
	Hand Held Search lights with inbuilt rapid charger (Rechargeable type) (02 Nos.)		
	Ladder: Aluminum10.5 meter extension ladder, as per IS: 4571-1977 – (01 No.)		
	Suction Hose 100 mm dia 2.5 meter length in each as per IS: 2410 – 1963 (Four Lengths) – Armored type, with nylon rope		
	Metal Strainer: 01 number 100 mm size (Foot Valve type)		
	Metal Basket strainer (01 No.)		
	Delivery Fire fighting Hoses, Type–B, IS: 636 with ISI Mark. The length of hose shall be 30 meter each fitted with 63 mm size gunmetal male & female instantaneous couplings – 10 Nos.		
	Hose Ramps: 4 numbers made of Rubber		
	Foam Compound: 500 liters 6% Concentrate of AFFF in 20/25 liters jerry cans with ISI Mark, i.e. as per IS: 4989 : 2006		
	B.A. Sets: Two numbers of self contained compressed Air breathing apparatus (total 45 minutes duration) of “ <u>Dreager</u> ” make for rescue and fire fighting purpose along with two suitable spare cylinders & tool kit. Cylinders shall be of ultra light weight i.e. CFRP make. (as per IS: 10245 (PART-II) – 1982). The sets shall be supplied in suitable boxes		
	Shovels - 02 Nos.		
	Crowbars as per IS: 704- 1968) - 02 Nos.		
	Hammer (04 lbs) -02 Nos.		
	Large Hand Axe (AS per IS: 703) -02 Nos		
	Multipurpose branch (Select flow nozzle) - 02 Nos.		
	Rubber Gloves (working voltage min 1100 Volt) -04 Pairs		
	Taper punch with persuader - 01 No.		
	Fire proximity suits, size XXL As per EN Standards - 02 Sets.		
	Battery charger (12/24 Volts) - 01 No		
	Fire Hook (IS: 927-1981) - 01 No		
	Fire Rake - 01 No.		
	16 mm Dia Nylon Line of 30 Meters length & 50 mtrs one each- 01 set.		
	Hydraulic jack – 20 ton Capacity - 01 No		
	Adopters: 100 mm suction to 63 mm male instantaneous- 02 No.		

	63 mm male to male instantaneous (double male adaptor) - 02 Nos		
	63 mm female to female instantaneous (double Female) - 02 Nos.		
	FMBP-5X - 02 Nos.		
	First Aid Box -1 No		
	Portable Fuel Driven wood Saw -01 No		
	Quick Relief Safety Knife - 04 Nos		
	Insulated Fireman Axe - 02 Nos.		
	Suction wrenches of Universal Type - 01 Set		
	Hydraulic rescue tools (Spreader, cutter, combi-tool) - 01 Set		
	Pneumatic lifting bags (20 ton capacity) - 01 set		
25	The RTO registration responsibility shall be of supplier at no extra cost to HAL.		
26	<p>General conditions:</p> <p><u>Operational manual:</u> Separate operational manual of fire fighting systems is to be supplied (3 hard copies and one soft copy.)</p> <p>a) To include minimum 2 years spares required as recommended by the suppliers (<u>as optional supply items</u>)-to be quoted separately along with the price bid.</p> <p>b) For a period of 12 calendar months after successful installation and commissioning of the facility, the supplier shall be responsible for any defects that may develop due to defective materials, design or workmanship and shall remedy such defects at his own cost when called upon to do by HAL, who shall state in writing in what respect the portion is faulty. If it becomes necessary for supplier to replace or renew any defective portion of the goods the supplier shall make such replacement or renewal without any extra cost to HAL.</p> <p>c) To include minimum 3 copies of the equipment operation manual in English. Hard copy as well as soft copy of the Manual to be supplied by the supplier.</p> <p>d) The machine / equipment supplier to ensure / give an undertaking that, for after sales service / support a minimum period of 10 years from the date of satisfactory commissioning of the equipment of HAL.</p>		

ii) TECHNICAL SPECIFICATION FOR EMERGENCY RESPONSE RESCUE TENDER

(Enclose with Technical Bid)

I **General:** It shall conform to IS 949 (or equivalent) and fabricated on 12-14 Tons GVW cabin Chassis of BS-IV TATA/Ashok Leyland/ISUZU/Swaraj Mazda/VOLVO or OEM manufactured cabin. The BS-IV chassis will be bought by the Super Structure manufacturer in the name of General Manager, HAL Purchaser Division at actual cost, as per OEM invoice, will be reimbursed including registration and Insurance charges.

II. **Vehicle Design:**

- Modularly built
- Accessibility shutters/swing out partitions /Slides built as per latest international designs.

III. **Driver /Crew Cabin:**

- Single Cabin 04 doors extended cabin for 1 Driver, 1 In-charge with rear seat for 5 Crew members.
- Seats with Breathing Apparatus and Helmet fixing provision is to be made by OEM or customized design.

IV. **Body Construction:**

- Structural Aluminum Alloy from 3mm to 3.5 mm thickness.

V. **Store age lockers of Rescue equipments.**

- Shutters with Roll in – Roll out drawers of self locking drawers on bearings.
- Aluminum extrusions extensively used flap doors floor boards below deck.
- Indigenous /fully imported roller shutters guide rail shutter supports to be supported on both sides.
- Sturdy lock to prevent accidental opening water tight, weather and corrosion resistant to be provided.

VI. **Telescopic light mast.**

- Roof mounted or vertical mounted mast elevation from 8 to 10 Mtrs.
- Fully manual or fully remote control or dual operational with coiled type cable or wireless 10,000 to 15,000 lumens of total surrounding is to be provided.

VII. **PTO Driven Generator / Alternator.**

- 15 to 25 KW engine driven PTO option.
- Fully capable of continuous field operation.

VIII. **Ladder gallows:**

- A 7.5 mtrs and a 10.5 Mtrs 3 piece trussed type aluminum extension ladder provision should be made.

IX. **Public address and store equipment.**

- P.A. System coupled with amplifier and microphone shall be provided in to cabin.
- Water proof PIANO lights/Spot light /Search light of 30 Mtrs cable length is to be provided over the roof in the spool.
- Various combination of strobe bar lights of LED illumination for lockers and shutters are to be provided.

- Amber /Navy blue flash lights at front and rear cabin corners of the vehicle is to be fitted.
- Cabin Top / Trafficator light to be provided.

X. **Workmanship and material.**

Workmanship and material executed shall be of the highest order.

XI. **Winch:**

- Hydraulic / operated fully remote controlled operation from 3 tons to 35 tons provision is to be made.

XII. **UHP Pump:**

- Water mist 40 LPM to 150 LPM @ 100 Bar separate engine drive of skid mounted is to be fixed midship section of the vehicle of dual side approach with hose reel and mist gun.

WATER TANK

- A 200 Ltrs separate SS Steel water tank is to be made connecting to the pump. The welded construction tank shall be fabricated by 3 mm thick stainless steel plate (SS-316) with suitable baffles to prevent surge when the vehicle is breaking, cornering or accelerating.

XIII. **General requirement.**

- The fabricated vehicle shall meet all the regulations in accordance with the prevailing Motor Vehicle Act and in no case exceeds the chassis manufacturer specifications..

XIV. Detail design drawn of the proposed super structure shall be submitted to HAL for approval of fabrication.

XVI. **Painting and Marking.**

- The entire emergency rescue vehicle shall be painted with Fire Red gloss finish and wheel arches of Black
- A metal plate attached at the rear side of vehicle with following details
 - a) Manufacturer name or Trade mark
 - b) Year of manufacturing
 - c) Engine and chassis No.
 - d) Model of the vehicle.
 - e) Pump output details
 - f) Manufacture Address.

XVII. **Inspection.**

- 1st stage PDI - Chassis alignment checks etc. at OEM chassis supplier Premises
- 2nd stage PDI - Placement of Lockers, UHP- Pump Winch and generator alternator Units at fabricator premises
- 3rd stage PDI - Final inspection /Testing of all rescue equipments and document certificate ratified at fabricator premises
- Final acceptance will be after delivery of rescue tender at HAL Purchaser Division by the concerned quality control inspector or nominated person of HAL Purchaser Division.

XVIII. LIST OF THE ACCESSORIES / EQUIPMENTS TO BE SUPPLIED WITH RESCUE TENDER

Sr. No.	Description	Qty.
1.	Simplex / KINGS make 7.5 Meters trussed type double extension ladder of light weight.	1 No. Each
2.	Self Contained Air Breathing Apparatus (SCBA) Set with aluminium lined, full wrapped carbon composite cylinder & with one spare cylinder each of at least 45 min working duration of 6 ltrs / 300 bar, duly CE marked to EN 137 & face mask to EN 136 cl3 & cylinder & valve shall have NOC from CCOE – Nagpur. Preferably of Drager make with distress signal unit.	2 Nos.
3.	Gas tight and Chemical encapsulated Suit as per attached specifications.	2 Nos.
4.	Pneumatic high pressure lifting bags Comprising of: 1 No. Kevlar Reinforced 60 Ton air bags as per attached specification	1 Set
5.	Rope Rescue System complete with Foldable Stretcher, Spine Board and accessories as per attached specifications	1 No.
6.	Reputed make 5 KVA Petrol driven Portable Generator vehicle mounted	1 No.
7.	Rope ladders-inter-connectable 10 mtrs	2 Nos.
8.	Four cell flame proof torch	1 No.
9.	Glass breaker with holder	1 Set
10.	NOMEX 3 layer Fire Proximity Suit as per attached specifications	2 Nos.
11.	Blankets, woolen (IS : 1681-1972)	4 Nos.
12.	Fire Retardant Blanket 2 X 2 m (in case)	1 No
13.	Portable Oxy-Gasoline cutting system, complete with combined 5 liters cylinders or equivalent and 5 m length of tubing, portable backpack mounted with Oxygen & gasoline cylinders, Gauges for oxy-acetylene cutting plate & spares.	1 set
14.	Goggles for Gas/Electrode welding, Gas/Chemicals resistant	2 Set
15.	Portable Electrically operated drilling machine with different size spare bits	1 Set
16.	Taparia make Tool Box (Heavy Duty)- Mechanical 2 adjustable spanners, 300 mm and 450 mm 1 set of box spanners (up to 50 mm) 2 Still son wrenches, 150 mm and 450 mm 1 hacksaw frame 12 hacksaw blades 2 cold chisels 12.5 mm and 25 mm, 1 hammer, 1 kg 4 steel wedges 1 pair of side cutting pliers, 180 mm with insulated handles 1 breast drill 3 twist drills - 6.35 mm, 12.7 mm and 19.0 mm 1 bolster 100 mm 2 center punch 1 hacksaw for corrugated iron 1 screw driver, insulated 1 persuader, 1 pair, tin men's shears, 1 Bolt Cutter	1 Set
17	Carpenter Tool kit Measure Tap – 2 Nos.(30 ft & 50 ft)	1 Set

	Scissor – 1 No. Big Hand Drill- 1 No, Hand saw – 1 No. File Smooth and File Basterd – 1 Set Chisel (Small and big) 1 No. each Right Angle – 1 No.	
18	Electrical Tool Box kit Electrical current leak detector/meter – 1 No. Complete with Digital Multimeter-1 No. Testers – 1 Set Black Tapes -2 Sets Cutting pliers for wire cutting – 2 Nos. (1 Small , 1 Big) Solder machine with wax and wire – 1 No. Anchor make Extension box of 50 mtr wire – 1 No. Socket for testing – 1 No, Rubber Hand Gloves – 2 Pair, Fuse Wire	1 Set
19	Multi Grab hook with wire cable for water rescue	1 No.
20	Lowering line of 50 mm of 30 mtrs (Manila make)	1 Set
21	Spades (IS : 2238-1979)	2 Nos.
22	Shovel [IS : 274 (Parts 1 and 2)-1981]	2 Nos.
23	Mattocks handle	2 Nos.
24	Picks, with handle (IS : 273-1973)	2 Nos.
25	Axes, felling (IS : 703-1966)	1 No.
26	Crowbars 1 m long (IS : 704-1968) / 1 ½ M Long (one each)	2 Nos.
27	Sledge Hammer - 10 pound with MS handle (IS : 841-1968)	2 Nos.
28	Rake, 3 prong (IS : 5991-1971)	1 No.
29	High ankle electric shock proof safety boots, high voltage type	4 pairs
30	Rubber Mat 1 m x 1 m x 20 mm thick	1 No.
31	Shears with large handle of 600 mm	1 pair
32	Shears with small insulated handle of 400 mm	1 pair
33	Oil pressure feed can	2 Nos.
34	Heavy Duty Grease Gun with 1 kg grease	1 No.
35	Rechargeable hand lamps with charger unit	4 Nos.
36	Flood lights 500 W-220 V	2 Nos.
37	Traffic guide cones	2 Nos.
38	Canvas salvage sheet 3 000 X 3 000 mm	1 No
39	Water Jel blanket of 8" x 6" size	2 Nos.
40	Nomex Comfort single piece coverall in Navy Dark Blue / Orange colour	2 Nos.
41	Face Shields with chin & brow guard with ratchet head gear	2 Nos.
42	Basket stretcher (Collapsible type- canvas)	2 Nos.
43	First Aid Box for 50 persons	1 No.
44.	Lifebuoy	6 Nos.
XIX	General conditions: Operational manual: Separate operational manual of fire fighting systems is to be supplied (3 hard copies and one soft copy.) a) For a period of 12 calendar months after successful installation and commissioning of the facility, the contractor shall be responsible for any defects that may develop due to faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so by HAL who shall state in writing in what respect the portion is faulty. If it becomes necessary for contractor to replace or	

	<p>renew any defective portion of the goods the contractor shall make such replacement or renewal without any extra cost to HAL.</p> <p>b) To include minimum 3 copies of the equipment operation manual in English. Hard copy as well as soft copy of the Manual to be supplied by the supplier.</p> <p>c) The machine / equipment supplier to ensure / give an undertaking that the equipment will be supported for a minimum period of 10 years from the date of satisfactory commissioning of the equipment of HAL .</p>	
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CHAPTER – 5
PROFORMA FOR PRICE SCHEDULE

(Enclose with commercial bid)

i. PRICE SCHEDULE FOR INDUSTRIAL FOAM TENDER

Date of opening.....

TimeHrs.

We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the items as per description and values indicated below:

Description: Industrial Foam Tender as per technical specification in technical bid

S. No.	Location	Qty.	Unit Price inclusive of all duties	Sales Tax	Installation and commissioning charges	Service Tax on 'f'	Total FOR destination i.e at each HAL Division i.e. d+e+f+g	Comprehensive AMC charges per annum, which would remain constant for five years.	Total of h+i for each location
a	b	c	d	e	f	g	h	i	j
1	Purchaser Division at Bangalore	01							
2	Purchaser Division at Nasik, Maharashtra	01							
3	Purchaser Division at Barrackpore, West Bengal	01							
4	Purchaser Division at Koraput, Orissa	01							

5	Purchaser Division at Lucknow, Uttar Pradesh	01							
6	Purchaser Division at Kanpur, Uttar Pradesh	01							
7	Purchaser Division at Korwa, Uttar Pradesh	01							
8	Purchaser Division at Hyderabad, Andhra Pradesh	01							
9	Purchaser Division at Kasargod, Kerala	01							

NOTE:-

1. RATE SHOULD BE OFFERED ONLY FOR ONE MODEL.
2. OPTIONAL BID WILL NOT BE ENTERTAINED AS CLARIFIED IN CLAUSE NO.10.5 OF CHAPTER-I (INSTRUCTIONS TO BIDDERS).
3. NO CONDITIONS SHOULD BE INSERTED IN THE COMMERCIAL BID AS CLARIFIED IN CLAUSE NO. 10.5 OF CHAPTER-I (INSTRUCTIONS TO BIDDERS).
4. L1 TO BE DECIDED BASED ON LOWEST OFFER RECEIVED ON COL.NO.j.
5. In case of foreign suppliers, conversion rate prevailing on the date of opening on the price bid will be considered.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and goods/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the goods/items detailed above or such portion(s) thereof as you specify in the notification of award.

(Signature and seal of Bidder)

Dated: _____.

CHAPTER – 5
PROFORMA FOR PRICE SCHEDULE

(Enclose with commercial bid)

ii. PRICE SCHEDULE FOR EMERGENCY RESPONSE RESCUE TENDER

Date of opening..... TimeHrs.

We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the items as per description and values indicated below:

Description: Emergency Response Rescue Tender as per technical specification in technical bid.

S. No.	Location	Qty.	Unit Price inclusive of all duties	Sales Tax	Installation and commissioning charges	Service Tax on 'f'	Total FOR destination i.e at each HAL Division i.e. d+e+f+g	Comprehensive AMC charges per annum, which would remain constant for five years.	Total of h+i for each location
a	b	c	d	e	f	g	h	i	j
1	Purchaser Division at Bangalore	01							
2	Purchaser Division at Nasik, Maharashtra	01							
3	Purchaser Division at Barrackpore, West Bengal	01							
4	Purchaser Division at Koraput, Orissa	01							

5	Purchaser Division at Lucknow, Uttar Pradesh	01							
6	Purchaser Division at Kanpur, Uttar Pradesh	01							
7	Purchaser Division at Korwa, Uttar Pradesh	01							
8	Purchaser Division at Hyderabad, Andhra Pradesh	01							
9	Purchaser Division at Kasargod, Kerala	01							

NOTE:-

1. RATE SHOULD BE OFFERED ONLY FOR ONE MODEL.
2. OPTIONAL BID WILL NOT BE ENTERTAINED AS CLARIFIED IN CLAUSE NO.10.5 OF CHAPTER-I (INSTRUCTIONS TO BIDDERS).
3. NO CONDITIONS SHOULD BE INSERTED IN THE COMMERCIAL BID AS CLARIFIED IN CLAUSE NO. 10.5 OF CHAPTER-I (INSTRUCTIONS TO BIDDERS).
4. L1 TO BE DECIDED BASED ON LOWEST OFFER RECEIVED ON COL.NO.j
5. In case of foreign suppliers, conversion rate prevailing on the date of opening on the price bid will be considered.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and goods/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the goods/items detailed above or such portion(s) thereof as you specify in the notification of award.

(Signature and seal of Bidder)

Dated: _____.

CHAPTER-6
Contract Form

(To be executed on Non Judicial Stamp Paper of the Value of Rs.100.00 after issuance of supply order)

CONTRACT No. -----

This Contract made on the ----- day of -----, (hereinafter referred to as the "Contract Date") between HAL Aircraft Division (hereinafter referred to as the "Purchaser" which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company incorporated under the Companies Act, 1956 and having its office at ----- (hereinafter referred to as the "Supplier" which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to enter into a Rate Contract for the supply of Industrial Foam Tender/ Emergency Response Rescue Tender (which ever applicable) (hereinafter referred to as the "Goods") to various HAL Divisions and had sought a commercial offer for the supply of the Systems.
- B. With respect to the enquiry issued by the Purchaser -----, the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier's Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Goods and associated services at a total cost of -Rs. -----/- Rupees -----only).

And whereas, Supplier has accepted to work as Contractor for HAL, whose offer has been accepted by HAL under the terms and conditions agreed herein, for a period of **one year** with effect from the date of acceptance of HAL's letter of intent, which may be extended further with mutual consent in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. **CONTRACT DOCUMENTS:** The following documents, (each a "Contract Document" and collectively, the "Contract Documents") are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -
 - Exhibit-A: Tender enquiry No.----- dated -----
 - Exhibit-B: Supplier's commercial offer dated -----
 - Exhibit-C: Supplier's written clarification and confirmation letter dated ----- (if any)
 - Exhibit-E: Purchaser's Letter of Intent No-----/ ____/-----
- 2.1 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall include supply, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of goods at Purchaser Divisions's Delivery Site, any other services associated with the delivery of Goods, providing warranty services for the Goods. All Goods deliverable under this Contract shall be referred to interchangeably as the "Goods" or the "Items" .

4. **CONTRACT VALUE**

4.1 The values for supply of the Goods and other associated services is detailed specifically in the Supplier's Commercial offer. **The contract price wherever indicated in this document** excludes existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

4.2 Sales Tax and Service Tax on Installation and commissioning charges at the prevailing rates as applicable at the time of supplies.

5. CONTRACT PERFORMANCE BANK GUARANTEE

6. PAYMENT SCHEDULE

7. DELIVERY

8. INSURANCE

9. INSPECTION AND TESTS

10. WARRANTY

11. DELAY IN THE SUPPLIER'S PERFORMANCE

12. LIQUIDATED DAMAGES

13. PATENT INDEMNIFICATION

14. WAIVER

15. ASSIGNABILITY

16. SEVERABILITY

17. GOVERNING LAW

18. TERMINATION FOR DEFAULT

19. TERMINATION FOR INSOLVENCY

20. TERMINATION FOR CONVENIENCE

21. RESOLUTION OF DISPUTES

(The **clauses 5 to 21** shall be according to the Conditions of Contract in **Chapter-2**)

23. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

24. The Supplier hereby indemnifies the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name: -----	Name: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of ----- -----
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

CHAPTER - 7

OTHER STANDARD FORMS

ANNEXURE-C1

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :

2. Address of the Bidder :

- 3 Name of the Manufacturer(s) :

4. Address of the Manufacturer :

5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :

- Telephone :
- Fax :
- e-mail :

Witness:

Signature	Signature
Name	Name
Address	Designation
Date	Company Seal
	Date

**BID FORM
(Enclose with Technical Bid)**

Date: ___/___/___

To

The -----
HAL.....DIVISION

Sir,

Having examined the Bid Documents of TENDER FOR RATE CONTRACT FOR SUPPLY OF INDUSTRIAL FOAM TENDERS / EMERGENCY RESPONSE RESCUE TENDER (which ever applicable) FOR VARIOUS DIVISIONS OF HAL We, _____, (Name of the Firm) offer to supply and deliver _____

(Description of Goods and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the equipment as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a reputed Commercial Bank / Nationalized Bank for a sum equivalent to 5% of the Supply Order value as Security Deposit at the time of placement of Supply Order **valid till the completion of supplies** and 5% of the contract price for the due Performance of the supplied items **valid for One year and Six Months from the date of Completion of installation commissioning and final acceptance** as per terms and conditions of the Tender. The Bank Guarantees would be submitted to the Purchaser Division placing the Supply / Purchase Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form **(Chapter 6)** and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

G U A R A N T E E
(Enclose with Technical Bid)

The -----
HAL.....DIVISION

Ref: TENDER FOR RATE CONTRACT FOR SUPPLY OF INDUSTRIAL FOAM TENDERS / EMERGENCY RESPONSE RESCUE TENDER (WHICH EVER APPLICABLE) FOR VARIOUS DIVISIONS OF HAL

Sir,

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire 12 months after their acceptance by the Purchaser Division.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser Division to the Supplier.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)

- | | | |
|-----|---|--------|
| 1. | Have you purchased the tender document? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-C1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-C2)? | Yes/No |
| 4. | Have you furnished tender fee demand draft?
(Who did not purchase the tender document) | Yes/No |
| 5. | Have you furnished Bid security (Earnest Money)? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 8. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 9. | Have you quoted for all the items of the tender? | Yes/No |
| 10. | Have you furnished the quote for Annual maintenance charges which would remain constant for Period of Five years. | Yes/No |
| 11. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 12. | Have enclosed the certificate as per clause 11.1 of Chapter 2? | Yes/No |
| 13. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 14. | Very Important : Have you submitted all supporting financial documents in compliance to Pre-Qualification Criteria? | Yes/No |

BID LETTER
(Enclose with Commercial Bid)

The -----
HAL.....DIVISION

Ref: TENDER FOR RATE CONTRACT FOR SUPPLY OF INDUSTRIAL FOAM TENDERS / EMERGENCY RESPONSE RESCUE TENDER (WHICH EVER APPLICABLE) FOR VARIOUS DIVISIONS OF HAL

Sir,
We declare:

1. a) That we are manufacturers / authorized distributors / **stockiest** of _____.
b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
 2. We hereby offer to supply the Goods at the values and rates mentioned in the Commercial Bid at **Chapter 5**.
 3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the supply of the equipments shall be completed at site within stipulated period as per Contract , and that we shall perform all the incidental services as per contract.
 4. Terms of Delivery: The values quoted are inclusive of all charges up to delivery at all the locations (site) indicated in the contract .
 5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
 6. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the financial Bids and that we shall remain bound by a communication of acceptance within that time.
 7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
 8. Certified that the Bidder is:
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

or

a company and the person signing the tender is the constituted attorney.
- NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.
9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____

Details of enclosures:

Signature of the Bidder
Full address:
Telephone
Fax No.
Mobile No.
Email address:

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Ref _____

Date _____

The -----
HAL AIRCRAFT DIVISION

Dear Sir,

In consideration of the HINDUSTAN AERONAUTICS LTD., _____
Division (hereinafter called as "HAL") having agreed to exempt
_____ [hereinafter called "the said
Contractor/Supplier(s)"] from the demand, under Agreement/Contract/Order
No. _____ dated _____ (hereinafter called "the said Agreement"/ said
Contract/ said Order), made between _____
and _____ for _____ (indicate the scope of
supply) of security deposit for the due fulfilment by the said
Contractor/Supplier(s) of the terms and conditions contained in the said
Agreement/ Contract/ Order, on production of a bank Guarantee for
_____ (indicate the amount in Rs / Foreign
Currency) (_____ Only), We,
_____, (hereinafter referred (indicate
the name of the bank) to as "the Bank") at the request of
_____ [contractor/supplier(s)] do
hereby undertake to pay to HAL an amount not exceeding _____
(indicate the amount in Rs / Foreign Currency) against any loss or damage,
costs, charges and expenses, claims caused to/ suffered or would be caused
to/ suffered by HAL by reason of any breach by the said Contractor/supplier(s)
of any of the terms or conditions contained in the said Agreement/ Contract/
Order.

2. We _____ (indicate the
name of the bank) do hereby unreservedly, irrevocably undertake to pay the
amounts due and payable under this guarantee without any demur, merely on
demand from HAL within fifteen (15) days of such demand stating that the
amount claimed is due by way of loss or damage caused to or would be
caused to or suffered by HAL by reason of breach by the said
contractor(s)/supplier of any of the terms or conditions contained in the said
Agreement./Contract/Order or by reason of the contractor(s)' failure to perform
the said Agreement/ Contract/ Order. Any such demand made on the bank
shall be conclusive as regards the amount due and payable by the Bank under
this guarantee. However, our liability under this guarantee shall be restricted to
an amount not exceeding _____ (indicate the amount in Rs /
Foreign Currency) .

3. We undertake to pay to HAL an amount not exceeding _____ (indicate the
amount in Rs / Foreign Currency) so demanded notwithstanding any dispute
or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding
pending before any Court or Tribunal relating thereto, Our liability under this
guarantee being absolute and unequivocal.

4. We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/ Contract/ Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contact/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.

6. The validity of Bank Guarantee shall be upto..... (dd/mm/yy) and such date shall be 6 months after the award of contract. The validity of Bank Guarantee will automatically stand extended for further period of time that would be taken for the performance of the said Agreement/Contract/ Order plus 60 days after such extended period for performance of the contract and that it shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement/contact/order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/contact/order have been fully and properly carried out by the said contractor(s)/supplier and accordingly discharges this guarantee.

7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____

Date _____

Ref _____

The -----
HAL AIRCRAFT DIVISION

HINDUSTAN AERONAUTICS LTD., Aircraft Division (hereinafter called as "HAL") have entered into Agreement/Contract/Order _____ (hereinafter called "the said Agreement/ the said Contract/ the said Order"/), with _____ [hereinafter called "the said Contractor / Supplier(s)"], for _____ (indicate the scope of supply).

2. Where as under the terms of the said Agreement/ Contact/ Order, the contractor/ Supplier is required to furnish a Performance Bank Guarantee for _____ (indicate the amount in Rs / Foreign Currency) (_____ Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to HAL during warranty period as per the warranty terms stipulated in the Agreement/ Contract/Order.

3. Accordingly We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [Contractor/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) on the failure of Contractor/Supplier in performance of their obligations as per the terms and conditions of the Agreement/Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement/ Contract/Order.

4. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from HAL within 10 days of such demand stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract/ Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement/ Contract /Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency).

5. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

6. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement/Contract / Order and that it shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/supplier(s) and accordingly discharges this guarantee.

7. We, _____ (indicate the name of bank) further agree with HAL that HAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/Supplier(s) from time to

time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.

9. The validity of Bank Guarantee shall be upto(dd/mm/yy) and such date shall cover the period of warranty of all the supplies and also the period of defect liability/ warranty period for last batch of supplies. The validity of Bank Guarantee will automatically stand extended for further period upto which the contractor is obliged for due performance of the said Agreement /Contract/ Order including the warranty period.

10. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

11. Dated the _____ day of _____ for _____
(indicate the name of the Bank).

CHECK LIST - COMMERCIAL BID

(Enclose with Commercial Bid)

- | | | |
|----|---|--------|
| 1. | Have you furnished the Bid Letter? (Annexure C 5, Chapter 7) | Yes/No |
| 2. | Have you filled in the Price Schedule? (Chapter 5) | Yes/No |
| 3. | Have you quoted for all the items as per Chapter 3) | Yes/No |

Chapter-8

Instructions for submission of Bids at HAL's e-procurement portal

1. The Tender (bids) should be submitted through e-Procurement Portal of Hindustan Aeronautics Limited (<https://eproc.hal-india.com> or link to e-Procurement portal through www.hal-india.com). Contractors need to get registered with HAL e-Procurement portal to submit their bids online. Bidders should have Class III Digital Signature Certificate (DSC) and should also register with HAL's e-procurement Portal, for submission of Bids.
 2. Class III Digital Signature Certificate (DSC) with organization name is a mandatory requirement for suppliers to participate in e-Procurement activities. Class III DSC may be obtained from any of the Certifying Authority(CA's) mentioned below (Visit- <http://cca.gov.in> for further details):
 - i) M/s TCS, (www.tcs-ca.tcs.co.in)
 - ii) M/s e-Mudra, (www.e-Mudhra.com)
 - iii) M/s (n) Code solutions, (www.ncodesolutions.com)
 - iv) M/s Safescript (Sify) (www.safescript.com)
- Suppliers/ Contractors have to obtain Class III DSC from any of the above CA's and then register in the HAL e-Procurement portal for participation in e-tender. In case any assistance is required, Contractors may contact our e-procurement service provider at the following e-mail ID's and phone no.:
- dsc@antaressystems.com, dscdigitakey@gmail.com
Ph: + 91 80 40482000, Contact Persons:Mrs. Hema - + 91 80 40482000 ext 113
- For e-Tender related queries & difficulty in document uploading, you may contact at the following e-mail id /Phone Nos.
ephelpdesk@hal-india.com / Ph. Nos. - +91 80 25667000/25667001/66561032
- Alternatively, you may also contact:
Deputy Manager (Purchase)
Tel: +91-80- 22321585 / 22322247
e-mail: sm_pur_ac@hal-india.com
3. Bidders are also requested to go through instructions/ user manual hosted in HAL e-procurement portal for submission of bids.
 4. The bids should be submitted in TWO BID System [Techno-Commercial (Un-priced) bid and Price Bid] as per the instructions given at RFQ document.
(Note: Each document size (attachment size of document) for uploading in e-procurement portal is restricted to 5MB. If the size of the document is more than 5 MB, you are requested to Zip /split the file size and submit as applicable.)
 5. Offer submitted through e-procurement portal will only be considered.
 6. Submission of Tender Document Fee & EMD (Earnest Money Deposit), if applicable: Strictly as per the instructions given in RFQ document.
 7. The tender (bids) should be submitted online at website <https://eproc.hal-india.com> only on or before the due date and time specified in the tender. The server date and time as appearing on the HAL e-Procurement portal (<https://eproc.hal-india.com>) will only be considered for the cut-off date and time for receipt of tenders.
 8. HAL will not be responsible for the cost incurred in preparation & submission of bids including the cost towards obtaining digital certificate.
 9. Bidders shall be required to arrange all resources including Digital Signature Certificate (DSC) and Internet connections at their own cost for participating in online tenders at <https://eproc.hal-india.com>. HAL shall not be responsible for any delays whatsoever in receiving as well submitting offer (online), including connectivity issues.
