ಹಿಂದೂಸ್ತಾನ್ ಏರೋನಾಟಿಕ್ಸ್ ಲಿಮಿಟೆಡ್
ಪ್ರಧಾನ ಕಛೇರಿ
हिन्दुस्तान एरोनाटिक्स लिमिटेड
मुख्यालय
HINDUSTAN AERONAUTICS LIMITED
CORPORATE OFFICE

Ref: HAL/CD/750/RFQ-AM243/2024

Date: 05-11-2024

---- To Whomsoever It May Concern ----

Dear Sir,

Sub: Request for Quotation for Appointment of Marketing Agent for International Business - for Country: Democratic Republic of Congo (DRC)

A. Hindustan Aeronautics Limited (HAL) is a premier aeronautical complex in Asia with 20 production divisions and 11 R&D centres. HAL's expertise encompasses design, development, manufacture, production, repair, overhaul and upgrade of Aircraft, Helicopters, Aero-engines, Accessories, Avionics and Systems having a turnover in excess of USD 2.5 Billion. HAL today provides one stop solutions for all the design needs of aircraft/ helicopters in airframes, systems, avionics, and mission & combat systems using advanced design tools, it has also diversified into manufacture of structures for aerospace vehicles and manufacture and repair / overhaul of Industrial & Marine Gas Turbines.

HAL's mission is to emerge as a major force seeking entry into the global market while supporting India's defence requirement in a significant way. To expand its overseas presence and to manage the international business, HAL offers opportunity to the local Marketing Agents of various countries, with knowledge of the local market and who can interact with the decision makers, to represent HAL effectively for business generation and growth in their respective country / territory on a sustained basis.

B. Offers are invited from interested Marketing Agencies in **two bid** system for selection as Marketing Agent(s) for the **Democratic Republic of Congo (DRC)** Country region.

Other than Individuals (people), irrespective of nationality, are eligible to be appointed as Marketing Agent. Companies having their registered offices other than in India are only considered for appointment as Marketing Agents and all such transactions need to be made in their respective country where their registered offices are situated. The Marketing Agent can be based in any country other than India. However, if based in the same region of the target country will be preferred.

A Marketing Agent can represent HAL in more than one country. However, the list of such countries needs to be finalized at the time of concluding the resultant Agency Agreement.

C. This RFQ is divided into six Sections as follows:

a. **Section 1** – Contains Scope of Work
b. **Section 2** – Contains Commercial Terms and Conditions
c. **Section 3** – Contains List of Documents required to be submitted by the bidder
d. **Section 4** – Contains Evaluation Parameters and Evaluation Methodology
e. **Section 5** – Contains Instructions for the Bidders regarding submission of quotation and General instructions related to the RFQ.
f. **Section 6** – Contains Format of Integrity Pact and Non-Disclosure Agreement.

15/1, ಕಬ್ಬನ್ ರೋಡ್, ಬೆಂಗಳೂರು - 560 001, ಕರ್ನಾಟಕ, ಭಾರತ, 15/1, कब्बन रोड, बैंगलूर - 560 001, कर्णटक, भारत
15/1, Cubbon Road, Bangalore - 560 001, Karnataka, India
ದೂರವಾಣಿ (ಫೋನ್) Ph. : +91-80-2232 0292/2232 0630, 2232 0976/0977, ಫ್ಯಾಕ್ಸ್ (फैक्स) Fax : +91-80-2232 0234
ವೆಬ್‌ಸೈಟ್ Website (वेबसाइट) : www.hal-india.co.in
CIN: L35301KA1963GOI001622

www.hal-india.co.in

Section - 1

Scope of Work:

1. The broad scope of work is as follows:

   a) Use his best endeavors to promote sales and build up market for the Products throughout the territory by contacting all potential purchasers and work diligently to secure their orders irrespective of any aid/grant/subsidy or any such financial assistance from Govt. of India directly or through any organization on behalf of Govt. of India, except for those Products and Services which are directly dealt with or negotiated at Government level between India and Democratic Republic of Congo (DRC).

   b) Release / display advertisements in leading newspapers / periodicals within the territory regarding the Products. The advertisement matter shall be provided by HAL. The Marketing Agent shall share the marketing plans and procedures in this regard to HAL. The cost of all such advertisements shall be borne by the Marketing Agent.

   c) To provide following information to HAL as & when sought:
      i. The current market scenario
      ii. Market Demand Forecast / Requirement
      iii. Competition
      iv. Market levels
      v. Funding
      vi. Local information relevant thereto
      vii. Technical specification requirements of Customers
      viii. Local laws, ordinances, regulations, applicable rules, taxes and procedures
      ix. Documentation issued by the Customers, Government, Ministries, Consultants and other bodies relating thereto.
      x. Any other information relating to the matters related/ connected with the resultant Agency Agreement.

   d) Not to buy sell, negotiate for the sale of similar Products or take agency or otherwise assist in the sale of similar Products of any other manufacturers.

   e) Not accept orders or make contracts on behalf of HAL except with previous written concurrence of HAL or entertain orders except according to the conditions of sale for the time being prescribed by HAL and not make any promises, representations, warranties or guarantees with reference to the Product, except according to the handouts sent out by HAL.

   f) Adopt fair practice and take full responsibility for all things done and all representations and warranties made by it which are not expressly authorized by HAL in writing and to indemnify and keep harmless HAL for any loss or damage

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which HAL may incur, directly or indirectly by reason of any claim, demand or action taken by anyone in consequence thereof.

g) Not quote the price of the product at any sum other than that for the time being fixed by HAL, without the prior written consent of HAL.

h) In all correspondence and other dealings relating directly or indirectly to the sale of the products clearly indicate that they are acting only as Marketing Agents of HAL.

i) Should be able to provide insights on Industrial co-operation opportunities / offsets programme requirements applicable in the country acquiring the equipment.

j) Marketing Agent shall report annually to HAL through written report on the activities undertaken under the resultant Agency Agreement and the sales occurred. The Marketing Agent shall also submit the road map for the future business of HAL products in the Country.

k) Assist the visiting HAL delegations in regard to discussions and negotiations with the authorities and for arranging presentations and demonstrations, if required and also provide the required facilities regarding office accommodation, telex, fax, e-mail, etc. during their visit.

l) Arrange for payment of advance by the buyers and other authorities in the territory in respect of orders placed by them to HAL and also for opening of letters of credit in favour of HAL whenever so stipulated in the Contracts.

m) Take all necessary follow-up action to recover the moneys due to HAL (if any) from the buyers in the territory and to ensure that the dues are paid or remitted to HAL promptly in accordance with the conditions of sale.

n) Appear on behalf of HAL with the bankers, exchange control and other authorities and do all that is necessary to ensure prompt remittance of the dues to HAL.

o) Depute, at their own cost, representatives to India to attend Marketing Agents' Conference / review meeting which may be convened by HAL as and when required.

p) Should have skilled manpower who are conversant with technical terminologies and good communication skills. The Marketing Agent should be able to obtain Market intelligence regards to the offers made by Competitors including price details.

q) Utilize only such technical information as is provided or approved by HAL in making representations concerning the Products to prospective purchasers thereof.

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2. It is hereby made clear that nothing herein contained confers any authority on the Marketing Agent to enter into any contracts or commitments by or on behalf of HAL in any matter, unless agreed in writing.

3. Quotations in response to tender notices shall be sent by HAL to the Government Authorities and other Procurement Agencies in the territory with copy to the Marketing Agent who shall thereafter will take all such necessary actions to obtain business in respect of the same.

4. All orders for HAL's products shall be subject to acceptance and confirmation in writing by HAL and as per its own terms and conditions and subject to the grant of requisite permission by Government of India. The Marketing Agent can only collect orders from intending buyers and forward them to HAL for their consideration.

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Section - 2

Commercial Terms and Conditions:

1. Validity: The resultant Agency Agreement shall be in force for a period of five years from that date of signing of the Agreement. The validity of Agreement shall, however, be subject to the provisions contained in Clause 2 of this tender in the matter of termination by notice.

2. Termination by Notice:

2.1 Either party may, at any time, terminate the resultant Agency Agreement by giving ninety days written notice to the other. It shall not be necessary to assign cause for such termination.

2.2 Either party may terminate the resultant Agency Agreement by giving thirty days notice in writing to the other in the event of that other party failing or neglecting to fulfil any of its material obligations hereunder.

3. Marketing Agent's Commission:

3.1 In consideration of the services to be rendered by the Marketing Agent in accordance with the resultant Agency Agreement, HAL shall pay the commission as mutually agreed by HAL and the Marketing Agent on the Products indicated in Schedule - A on all orders received through Marketing Agent from the territory and accepted and executed by HAL. In case of any order received through Marketing Agent from territory for supply of products/ services, indicated in Schedule - A, supported by aid/ grant/ subsidy or any such financial assistance (excluding Line of Credit) from Govt. of India, the Marketing Agent shall be paid a commission only on the amount net realized from the customer (i.e. not from aid/ grant/ subsidy or any such financial assistance from Government of India) excluding statutory taxes recoverable from customer for remittance in India.

3.2 Such commissions accrue and become due only after HAL has actually received its dues in full from the customer. In case HAL receives its total dues from the customer in phases or at time intervals as per the agreed payment schedule spreading more than one year, HAL shall pay to the Marketing Agent the percentage of pro-rata commission only on reaching the stipulated contract milestones in terms of deliveries / rendering of service etc. out of the amount realized from customer. In other words, no commission shall be payable to the Marketing Agent out of any advance received by HAL from the customer against furnishing Bank Guarantee or any other form of Guarantee. Further, where the final payment is received by HAL against submission of any Performance Bond / Guarantee etc., to the customer, Commission in respect of such final payment shall be payable to the Marketing Agent after completion of the validity period of the Bond / Guarantee furnished by HAL.

3.3 The commission will be payable within three months (3 months) after the end of each calendar quarter upon any and all payments received by HAL during such preceding quarter and shall be deposited in such bank or banks designated by the Marketing Agent in writing, but subject to the following :

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a) A claim for this purpose should be preferred by the Marketing Agent on HAL, giving the purchase order number, invoices paid, amount of commission due etc. at the end of each quarter in any case not later than one year of its becoming due to enable HAL to remit the commission.

b) For the purpose of determining commission payable under the resultant Agency Agreement, sale price shall mean Ex-works price of the products excluding statutory taxes recoverable from customer for remittance in India. The commission payable for services like overhaul, training, consultancy and turnkey projects shall be determined on the basis of the Invoice prices for such services.

c) No Commission shall be payable to the Marketing Agent if the sums due to HAL, for supplies made, had remained unpaid for more than six months and attributable to the negligence of the Marketing Agent in taking follow up action as per para 1. (m) of Section 1 of this document and are subsequently recovered as a result of HAL's efforts or those of other parties.

d) Remittance of commission to the Marketing Agent shall be with reference to the place of residence of the Marketing Agent and as per the rules of the Reserve Bank of India.

e) The Marketing Agent is not entitled for any consideration in any form other than the Agency Commission.

3.4 The currency of payment shall generally be the currency in which payment is received by HAL unless specifically mentioned by HAL.

3.5 Any adjustments made on the Contract/ Order value by the customer which results in a revision in the Contract/ Order value will be reflected in the Agency Commission.

3.6 Agency commission shall be inclusive of all incidentals and expenses incurred by the Marketing Agent till the final completion/ execution of the Contract/ project. All taxes outside India relating to Agency commission shall be borne by the Marketing Agent only. No other cost/ re-imbursement shall be payable to the Marketing Agent other than the Agency Commission.

4. Payment of Commission After Expiration or Termination:

4.1 Upon expiration of the resultant Agency Agreement pursuant to Clause 1 or termination pursuant to Clause 2 of resultant Agreement, the obligation of the parties shall cease except that the Marketing Agent shall be entitled to receive commission on account of orders transmitted to and accepted by HAL prior to expiration or termination of the resultant Agency Agreement, at the time and in the amount that such commissions would have been payable under the terms in Clause 3 above.

No commissions or other compensations shall be due to the Marketing Agent on account of any orders actually received by HAL after the time of expiration or termination of the resultant Agency Agreement or which had not prior to the time of such expiration been accepted by HAL in the manner provided in the resultant Agency Agreement whether or not

any such or any similar order from the same purchaser is later accepted and the purchase price received by HAL.

4.2 As regards orders received and executed during the continuation of the agency in respect of which payment has not been received (or where payment is being made by the purchaser in instalments in respect of which payment of any part of the price has not been received) at the due of the termination of the resultant Agency Agreement howsoever caused, the commissions due to the Marketing Agent shall continue to be payable as and when payments are received by HAL subject to Clause 3 above.

5. Return of HAL's Property: Upon either expiration or termination of the resultant Agency Agreement, the Marketing Agent will execute such documents as may, in the opinion of HAL, be required to transfer to HAL any and all rights, title or interest which the Marketing Agent may have acquired by virtue of the resultant Agency Agreement or otherwise in any samples, patterns or other proprietary interest, now or hereinafter owned or used by HAL.

6. Not to Assign Clause: The resultant Agency Agreement and any rights, benefits or obligations hereunder shall not be transferred or assigned to or encumbered in any manner by the Marketing Agent without the prior written consent of HAL.

7. Collection of Indebtedness: HAL reserves the right to:

i. Apply towards the payment of any amount due to HAL from the Marketing Agent, and

ii. Deduct any amounts owed by the Marketing Agent to HAL from any amounts owned by HAL to the Marketing Agent.

8. Service of Notice: Any notice required to be given by either party to the other hereunder or in connection herewith shall be in writing and delivered personally or by registered mail. Notices to the Marketing Agent shall be directed to the Marketing Agent's place of business in their registered Head Office. Notice to HAL shall be directed to Hindustan Aeronautics Limited, 15/1 Cubbon Road, Bangalore - 560 001, India.
While submitting quotation, the bidder is required to provide their contact details for servicing notice by HAL. While submitting quotation, the bidder is required to provide their contact details for servicing notice by HAL. The details should be provided on bidder's letter head.

9. Law Applicable: The resultant Agency Agreement shall be governed in all aspects in accordance with the Laws of India. The jurisdiction of the courts shall be Bangalore, India.

10. Arbitration: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the resultant Agency Agreement or the validity or the breach thereof shall be attended by the representatives designated by the parties. If the dispute or difference is not resolved within three months from the date of scheduled mandatory meeting stated hereinabove, the same shall be settled by arbitration in accordance with the Rules of International Commercial Arbitration of the Indian Council of Arbitration, by a single arbitrator and the award made in pursuance thereof shall be binding on the parties.

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The seat of arbitration shall be Bangalore, India. The proceedings shall be conducted in English Language. During pendency of the arbitration proceedings, the parties shall continue to perform their obligations under the resultant Agency Agreement.

11. **Severability:** If any provision of the resultant Agency Agreement is declared invalid or unenforceable, the resultant Agency Agreement shall be considered divisible as to such provision and the remaining provisions of the Agreement shall be valid and binding.

12. **Variation of Resultant Agreement:** It is agreed by the parties to the resultant Agency Agreement that amendments, alterations or modifications to the resultant Agency Agreement shall be permitted; but no such amendment, alteration or modification shall be valid unless executed in writing and signed by both the Marketing Agent and HAL.

13. **General:**

13.1 With successful bidder, the Agreement will be executed in two counterparts, each of which constitutes as original.

13.2 Subject to the provisions of Clause 6 above, the resultant Agreement shall bind the successors and assignees of the parties hereto.

14. **Non-Exclusive:** The Marketing Agent rights granted hereunder are on "non-exclusive" basis and they do not preclude HAL from appointing any other Marketing Agent in the same territory if the need for the same arises.

15. **Agreements between Governments of India and Democratic Republic of Congo (DRC):** The terms and conditions of the resultant Agency Agreement shall not apply to the products and services which are directly dealt with or negotiated at Government level between INDIA and Republic of Democratic Republic of Congo (DRC).

16. **Confidentiality:** Both parties recognize that during the existence of the resultant Agency Agreement, it may be necessary for either party to disclose sensitive commercial and technical information that might be confidential in nature with the other party. The disclosure and use of such confidential information shall be protected under the terms and conditions of Non-Disclosure Agreement. The Non-Disclosure Agreement will be signed by both the parties along with the resultant Agency Agreement. NDA format is enclosed at Section - 6 of this tender document.

17. **Trademarks:** During the term of the resultant Agency Agreement and for the purpose of carrying out obligations under the resultant Agency Agreement, the Marketing Agent shall have the right to advertise HAL's Products, within the territory as an authorized Marketing Agent of HAL, under the trademarks that HAL may adopt from time to time ("HAL's Trademarks"). Nothing herein shall grant Marketing Agent any right, title, or interest in HAL's Trademarks. At no time during the term of the resultant Agency Agreement or at any time thereafter shall Marketing Agent challenge or assist others in challenging HAL's Trademarks or the registration thereof or attempt to register any trademarks confusingly similar to those of HAL.

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All presentation of HAL's Trademarks that Marketing Agent intends to use shall first be submitted to the HAL for written approval.

18. Force Majeure:

18.1 If in performance of the resultant Agency Agreement, HAL is prevented, restricted or interfered with by reason of a case of excusable delay as defined below, such a failure to perform shall not be regarded as a breach of this Agreement.
For the purpose of the resultant Agency Agreement a case of excusable delay shall be defined as any event whether predictable or not, which is beyond the reasonable control of HAL and whose effects could prevent HAL wholly or in part from fulfilling its obligations in accordance with the resultant Agency Agreement such cases of excusable delay shall be deemed to comprise, but shall not be limited to:

a) Fire, explosion, breakdown of plant, failure of machinery, strike, lockout, labour dispute, casualty or accident, riots, lack of failure in whole in part of sources of supply in particular concerning the HAL, its Sub-Authorised Representative or supplier; or

b) Any law, order, proclamation or ordinance of the Government of India or war, revolution, civil commotion, acts of public enemies or terrorists, blockage or embargo; or

c) Any other acts, whatsoever whether similar or dissimilar to those above enumerated, beyond the reasonable control of the parties.

d) The above list to be considered indicative and not limitative.

18.2 In case of occurrence of any of the events constituting the "Force Majeure', HAL shall give prompt notice within 30 days of the occurrence and cessation of such events to the Marketing Agent. The time for delivery shall be extended by a period not more than the duration of such event. But where the incident of the force majeure exceeds a period of 90 days the parties shall hold consultation with each other with regard to the appropriate steps to be taken in the future implementation of the Agreement.

18.3 In the event of any total or partial ban/ restrain imposed by the Government of India with regard to export of the material spares in relation to areas / countries, sources, agencies and organisations quality, quantity and period of export of any reason whatsoever whether statutory or otherwise, or as a result of a policy decision export being prevented on account of any force majeure circumstances beyond HAL's control , HAL shall be entitled to cancel Agreement in whole or part or partially suspend it without being in any manner liable for such cancellation or suspension.

19. Fair Practice: The Marketing Agent shall adhere to fair practices. The Marketing Agent under no circumstances shall indulge in any unfair or corrupt practices while dealing with HAL and prospective buyers.

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20. Warranty & Representation: The Marketing Agent represents and warrants that it has neither indulged into corrupt, unfair practices in the past and nor been prosecuted under applicable law for such practices in the past. The Marketing Agent further represents and warrants it has all necessary permissions, licenses, documents etc. to carry out activities as envisaged under the resultant Agency Agreement.

21. Waiver: The failure of the either party, at any time, to require performance and/or enforcement of any provision of the resultant Agency Agreement shall not be construed as a waiver of the requiring party of its rights under the resultant Agency Agreement, nor shall the failure of the requiring party to take action affect its rights, at some later date, to enforce these rights under the resultant Agency Agreement for breach of any of the provisions of the resultant Agency Agreement.

22. Headings: The headings of clauses contained herein are used for convenience and ease of reference and shall not affect in any way the meaning or interpretation of the resultant Agency Agreement.

23. Entire Agreement: The resultant Agency Agreement constitutes the entire Agreement among the parties relating to the subject matter hereof and supersedes and cancels any and all previous declarations, negotiations, commitments, communications, approvals, agreements and confidentiality agreements, either oral or written, between the parties in respect thereto.

24. Survival: The following clauses shall survive any expiration and or termination of this Agreement:

i. Confidentiality,
ii. Waiver,
iii. Survival,
iv. Arbitration,
v. Law Applicable

Any provision of the resultant Agency Agreement, which expressly or by implications from its nature is intended to survive the termination or expiration of the resultant Agency Agreement and any right arising on termination or expiration, shall survive.

25. Relationship of Parties: It is understood that each party is an independent party and that all persons engaged in work under the Agreement of either party shall in no sense be employees of the other party.

26. Indemnities: Parties will indemnify each other in respect of any costs, claim or liabilities whatsoever arising from death or injuries to employees of one party caused due to negligent acts or omissions to the employees of the other party in connection with the Agreement.

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27. **Immunity to Government of India:** It is understood and agreed that the Government of India is not a party to the resultant Agency Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The Marketing Agent shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the resultant Agreement. Accordingly, Marketing Agent expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of the resultant Agency Agreement, not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under the resultant Agency Agreement.
The Marketing Agent further understands and agrees that he will not approach Government of India of any political parties of India, either directly or through any means, against the decision of HAL

28. **Bribes and Gifts:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Marketing Agent or any one on his or their behalf to any employee, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the Marketing Agent may incur, subject the Marketing Agent to the cancellation of the Agreement with HAL and also for payment of any loss or damage resulting any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

29. **Counter Terms**: When counter terms and conditions are offered by a bidder, HAL shall not be deemed to be governed by such terms and conditions unless specifically written and acceptance thereof has been given by HAL. No terms and conditions, notice of which has not been given by the bidder while submitting quotations, will be considered by HAL at later stage, if put forward in subsequent correspondence, after acceptance of orders etc.

30. Any bidder quoting against this enquiry shall be deemed to have read and understood these terms and conditions fully. The offer shall be deemed to be an admission on the part of bidder that they have fully acquainted themselves with the details and no claim on his part, which may arise on account of non-examination or insufficient examination of the conditions of the Tender will, in any circumstances, be considered.

K.V.A.S

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Schedule - A

Products of HAL

Sl. No.	Category of HAL's Products and Services
1.	PLATFORMS: Helicopter : Chetak, Chetah, Lancer, Cheetal, ALH (DHRUV), LUH and LCH Trainer Aircraft : IJT -36, Hawk, HTT -40 Commuter /Utility Aircraft : Do-228 /H 228 Aircraft: Light Combat Aircraft (LCA) All Military and Civil Helicopter/Aircraft produced by HAL
2.	ENGINES: Aero Engines for Helicopters and Aircraft mentioned at Sl. No. 1 above Other products: Avionics, Radars, Ground borne and Ship borne Systems, Test Equipment and Ground Support Equipment. All Military and Civil Helicopter/Aircraft Engines produced by HAL
3.	SPARES/ COMPONENTS: Spares for Aircraft and Helicopters mentioned at Sl. No. 1 above and for equipment at Sl. no 2 above. Structural/Design Work-packages, Castings, Forgings, Composites and Machining of parts/components. All Spares/Components of Military and Civil Aircraft/Helicopter Engines produced by HAL.
4.	SERVICES: Services including: Repair, Overhaul and Servicing of Aircraft, Helicopters and Aero engines at Sl. No. 1 & 2. Repair, Overhaul and Servicing of Systems, Equipment, components and Rotables of Aircraft, Helicopters and Aero Engines. Training of Technical personnel Computer-aided Services Consultancy Turnkey Projects Any services available with HAL All Services related to Military and Civil Aircraft/Helicopters/Engines/Spares/components produced by HAL.

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Section - 3

List of Documents to be Submitted by the Bidder:

1. Following documents / information will be collected from the prospective bidder:
   a. Attested copy of the Certificate of Registration of the organization with the appropriate authority.
   b. Memorandum of Articles of Association (in case of Limited company)
   c. Attested copies of Partnership Deed (in case of Partnership firm)
   d. Trade License issued by Ministry of Commerce / Trade / Industry or such other Competent Authority
   e. Latest Income Tax Clearance Certificate (Original or attested copy)
   f. Office address proof.
   g. Original Power of Attorney for the person to sign the agency agreement
   h. Profiles of Senior Executives (list of partners, in case of partnership)
   i. Products handled / nature of business, details of past experience in handling Defence equipment for Government, etc.
   j. List of customer references / Customer Information
2. Financial information about the Company.
3. Confirmation from the bidder on their Letter Head that
   a. They shall adhere to the laws of the country of prospective business besides the laws of the country governing the agency agreement.
   b. They have not been blacklisted/ banned by HAL or any other Country
   c. There is no conflict of interest with the business of HAL
4. Office Infrastructure:
   a. Total available office area in sq. ft. / sq. m
   b. Available area in sq. ft. / sq. m of Warehouse / Showroom / Service Centre
   c. Total Manpower
      - Administrative manpower
      - Technical manpower
      - Sales staff
      - Service staff
   d. Details of availability of Machinery, equipment related to aerospace business.
   e. Details of availability of Transport such as cars, pick-ups, Trucks, Material Handling equipment, Mobile service vans etc.
5. Whether the Country of Prospective business has laws/ guidelines prohibiting appointment of Agents (Agent to submit certificate from legal firm of that country).

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Section - 4

Evaluation Parameters & Evaluation Methodology:

A. Technical Evaluation: (100%)

1. Bidder should fill up the following Evaluation Parameter Matrix:

Sl. No.	Parameter	Weigh -tage	MARKS				
1.	**Awareness of HAL's products, services, customers, market**						
a)	No. of years of direct association with HAL	10	**Nil :** 0	**< 5 yr :** 3	**5 - 10 yr** : 5	**10 - 15 yr** : 7	**> 15 yr :** 10
b)	Past Performances (Business generated)	10	**Nil :** 0	**< Rs. 10 Cr :** 3	**Rs. 10 - 25 Cr :** 5	**> Rs. 25 - 50 Cr :** 7	**> Rs. 50 Cr :** 10
2.	**Experience in dealing in Aviation Products**	10	**Nil :** 0	**< 2 yr :** 2	**2 - 5 yr :** 5	**5 - 10 yr :** 7	**>10 yr :** 10
3.	**Any past successful bid**	10	**Nil :** 0	**< 2 :** 3	**3 - 5 :** 5	**5 - 10 :** 8	**>10 :** 10
4	**Infrastructure available**						
a)	Office Space	6	**No :** 0		**Yes :** 6		
b)	Technical Staff	8	**Nil :** 0	**1 - 3 :** 4	**4 - 10 :** 6	**>10 :** 8	
c)	Logistics support	6	**Nil :** 0		**Yes :** 6		
5.	**Fulfilment of Legal documentation criteria**						
a)	Registered office in the region	10	**No :** 0		**Yes :** 10		
b)	AOA/ MOA	10	**No :** 0		**Yes :** 10		
c)	Tax Certificate	5	**No :** 0		**Yes :** 5		
d)	Aerospace related Certification	5	**No :** 0		**Yes :** 5		
6.	Established representative of Indian DPSUs / any Govt. of India Company	10	**No :** 0		**Yes :** 10		
Total		**100**					

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2. Technical Evaluation Marks obtained based on the parameters outlined, shall be evaluated with the allotted weightage of 100%.

3. In order to qualify technically, a proposal must secure a minimum score of 50 after summing up and only those proposals which have a minimum score of **50** would be shortlisted for verification of credentials.

4. After the verification of credentials, such of those Commercial Evaluation of bidders (Agency Commission quoted by the bidders) shall be evaluated based on rates / percentage commission quoted for products / services.

B. Commercial Evaluation (100%):

1. Bidder should indicate percentage of compensation to be paid to the Marketing Agent viz. agency commission for the business generated by the Marketing Agent under different categories specified below:

Sl. No.	Parameter	Weightage	% Commission quoted by the bidder (Assume)	Weighted Average
1.	Platform Sale	50	X_1%	$X_1 \times 50\%$
2.	Engine supply	20	X_2%	$X_2 \times 20\%$
3.	Spares (Other than engines), aircraft accessories	15	X_3%	$X_3 \times 15\%$
4.	Services (Repair, Overhaul, Training, Consultancy etc.), GHE / GSE	15	X_4%	$X_4 \times 15\%$
Total		**100**	–	**Sum of the above**

2. The commercial scores of all the short listed bidders will be tabulated as above and rank them in the order of lowest to highest score. The bidder with the lowest commercial score will be treated as L1 bidder, bidder with next lower commercial score will be L2 bidder and so on. In case of a tie between two or more bidders, the bidder with a higher technical score would be ranked higher. In case any bidder fails to indicate any percentage of commission or percentage commission for any one category as listed above, his bid will not be considered for further commercial evaluation.

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Section - 5

Instructions for the Bidders regarding Submission of Quotation and General Instructions related to RFQ:

1. The participating bidders will have to submit the technical and commercial proposals/ offers in separate sealed envelopes duly super-scribed with **PART - 1: TECHNICAL BID** and **PART - 2: PRICE BID** and these two envelopes shall in turn be kept in a sealed outer envelope. This outer envelopes and two inner envelopes shall be super-scribed with the subject **"Tender for Appointment of Marketing Agent for International Business for Country: Democratic Republic of Congo (DRC) Due on 16:00 Hrs, IST of 15-11-2024"** along with the Tender No. as Reference Number.

Part - 1 : Technical Bid

Technical Bid should contain the followings:

i. **Annexure – 1 :** Bidder's Compliance for acceptance of Scope of Work of tender.
ii. **Annexure – 2 :** Bidder's Compliance for List of Documents to be submitted.
iii. **Annexure – 3 :** Bidder's Compliance for Evaluation Parameter Matrix as applicable to the bidder based on their experience, performance etc as indicated.
iv. **Annexure – 4 :** Bidder's Compliance on acceptance of Tender Terms & Conditions.
v. Attested copy of documents as per Section - 3 of this RFQ.
vi. Attested copy of supportive documents for respective parameters of Technical Evaluation Matrix.
vii. The duly signed Integrity Pact (without deviation) in original. Format of Integrity Pact has been provided at Section - 6 of this RFQ.
viii. Bidder should also provide the complete details of their contact person who can be addressed to regarding any query/ clarification required by HAL during the tendering stage i.e. related to quotation submitted by the bidder.

Part - 2 : Price Bid

Following are to be submitted as Price Bid.

i. **Annexure – 5 :** Price Bid.

2. The bid to be submitted directly to HAL either through post/ courier/ drop in sealed cover with clear marking of bidder details. The cover should be marked with tender no., due date and bidders postal address. Response received without bearing the bidder's details will not be entertained. The sealed offer should reach us on or before **16:00 Hrs, IST of 15-11-2024**, addressed to **Chief Manager (IMM), Hindustan Aeronautics Ltd., Corporate Office, No. 15/1, Cubbon Road, Bangalore - 560 001, India**.

3. Bidders may also submit their bids through e-mail. In such case, offer to be submitted through e-mail in the following e-mail id only: **tender.co@hal-india.co.in** with the subject as **"Tender for Appointment of Marketing Agent for International Business for Country: Democratic Republic of Congo (DRC) Due on 16:00 Hrs, IST of 15-11-2024".**

Issuing Officer of HAL

4. Both Technical and Price bid must strictly be as per HAL prescribed bid format, as per above Annexure (i.e. Annexure - 1 to 5) available as attachments along with this tender document. Bids submitted in any other format may not be considered and may be liable for rejection.

5. Pricing aspects should only be mentioned in the Price Bid portion. Bid received with Technical Bid and Price Bid in open condition inside one envelope or in the same attachment in case bid submitted through e-mail or/ and bid received indicating price/ having pricing aspects in technical bid will not be considered for evaluation and will be rejected.

6. **Submission of Integrity Pact (IP):**

6.1 The bidder is required to submit duly signed Integrity Pact (without deviation) in original, as per the format enclosed at Section - 6 of this RFQ. The bidders may approach the Independent External Monitor (IEM) appointed by Central Vigilance Commission (CVC) of Govt. of India only for Integrity related issues. Contact details of IEM's are as follows:

1.	Name	:	Shri Gangaram Aloria, IAS (Retd.)
	E-mail	:	aloriag@yahoo.co.uk
2.	Name	:	Shri Sunil Kumar Bansal, IPS (Retd.)
	E-mail	:	sunilku555@gmail.com
3.	Name	:	Shri Chaitanya Kumar Varma, CE & MES (Retd.)
	E-mail	:	ck_varma@yahoo.co.in

IP will be effective from the stage of request for quotation till the complete execution of the contract.

6.2 The signed IP in original should be submitted as part of Technical Bid in a separate sealed envelope super-scribed with the subject **"Integrity Pact for Tender for Appointment of Marketing Agent for International Business for Country: Democratic Republic of Congo (DRC) Due on 16:00 Hrs, IST of 15-11-2024"** along with the Tender No. as Reference Number.

6.3 If the quotation is submitted through e-mail the scanned copy of IP should be submitted through e-mail and the signed original IP should be submitted either through post/ courier/ drop in a sealed envelope with clear marking of subject, Tender No., due date and bidder's postal address. The sealed envelope should reach us on or before the due date of Tender, addressed to **Chief Manager (IMM), Hindustan Aeronautics Ltd., Corporate Office, No. 15/1, Cubbon Road, Bangalore - 560 001, India.**

6.4 If the duly signed IP (without deviation) does not reach to us within the due date of Tender the offers will be treated as 'Non Response' and the same will not be considered for further process.

7. Bid will be opened at 16:30 Hrs. of 15-11-2024, at HAL Corporate Office, No. 15/1, Cubbon Road, Bangalore - 560 001.

Issuing Officer of HAL

Bidders who are desirous to attend the bid opening may forward a written confirmation with name of authorized person prior to the bid opening.

8. On the opening date, only the technical bids will be opened. The commercial bids will be opened only after the technical evaluation of the offers. The commercial bid of only those bidders whose technical bids are found to be technically acceptable will be opened.

9. **Offer Acceptance:** HAL is not bound to accept any bidder's bid and can reject the bid without assigning any reason(s) thereof.

10. HAL will not entertain / accept any supplementary documents/ letters from bidders after the due date as a part of bid unless otherwise requested by HAL.

11. The offer should contain the name of the firm, postal address, contact no. and the name of contact person.

12. HAL is under no obligation to pay any cost incurred of whatsoever nature, including for the preparation or submission of any response from bidder for submission of technical / commercial proposals, documents etc.

13. Quotation should be as per HAL prescribed format only as attached in Annexure of this Tender document (both Technical Bid and Price Bid).

14. Incomplete/ late tenders shall not be considered and liable for rejection. HAL will not be responsible for any transit/postal delay/loss.

15. Canvassing in any manner, including unsolicited letters/ references before or after submission of offer, or post proposal corrections, shall render offers liable for rejection.

Issuing Officer of HAL

Section - 6

Format of Integrity Pact and Non-Disclosure Agreement

1. Format of Integrity Pact

Tender Ref. No. _____

Integrity Pact (Standalone)

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore – 560 001, India, acting through its .....Division, represented by General Manager / Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure/Services **(For Appointment of Marketing Agent for International Business - for Country: Democratic Republic of Congo (DRC)),** hereinafter referred to as Goods and / or Services and / or Works.

And

M/s....., represented by..... , Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder(s)/ Seller(s) and the second party, is willing to offer/ has offered the Goods and / or Services and / or Works.

2. Whereas the Bidder(s) / Seller(s) is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder(s)/Seller(s) shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

3.1 Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply of Goods / Services / Works etc. **For Appointment of Marketing Agent for International Business - for Country: Democratic Republic of Congo (DRC)** and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process.

Issuing Officer of HAL

3.2 The Buyer values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

3.3 In order to achieve these goals, the Buyer has appointed Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

ii) The Buyer will during the tender process treat all Bidder(s)/Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s)/Seller(s) the same information and will not provide to any Bidder(s)/Seller(s) confidential / additional information through which the Bidder(s)/Seller(s) could obtain an advantage in relation to the process or the contract execution.

iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s)/Seller(s).

5.1 The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

ii) The Bidder(s)/Seller(s) will not enter with other Bidder(s) / Seller(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Issuing Officer of HAL

iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

5.2 Adoption of IP by Joint Ventures/Sub-Contractors:

i) In case the Bidder(s)/ Seller(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s) / Seller(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.

ii) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by sub-contractor(s), if any. In this regard Bidder(s)/Seller(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with HAL. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs.2 Crores (equivalent to MUSD 0.25) and above, the content of IP can be decided by Bidder(s)/Seller(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to HAL, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).

5.3 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission:

The Seller(s)/Bidder(s) confirms and declares to the buyer that the Seller(s)/Bidder(s) is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the Goods and / or Services and / or Works referred to in this tender / offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller(s)/Bidder(s); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller(s)/Bidder(s) agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller(s)/Bidder(s) has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller(s)/Bidder(s) will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The

Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller(s)/Bidder(s) who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder(s)/Seller(s) declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder(s)/Seller(s) makes incorrect statement on this subject, Bidder(s)/Seller(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidder(s)/Seller(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 & Clause 6, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

i) To disqualify the Bidder(s)/ Seller(s) with the tender process & exclusion from future contracts.

ii) To debar the Bidder(s)/ Seller(s) from entering into any bid from Buyer for a period of two years.

iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder(s)/Seller(s) for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder(s)/Seller(s) for supplies effected till date of termination would be made in normal course.

iv) To encash EMD / Advance Bank Guarantees / Performance Bonds/Warranty Bonds, etc. which may have been furnished by the Bidder(s)/Seller(s) to the extent of the undelivered Goods and / or Services and / or Works.

8.2 If the Buyer obtains knowledge of conduct of a Bidder(s)/Seller(s) or of an employee or a representative or an associate of a Bidder(s)/Seller(s) which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Seller(s), in order to recover the payments, already made by the Buyer for undelivered Goods and / or Services and / or Works.

9.3 The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller(s) / Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

10. Independent External Monitor(s)

10.1 The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.

10.2 As soon as the Integrity Pact is signed, the Buyer shall furnish a brief background of the case to the Independent External Monitor(s).

10.3 The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s). Further, after the award of work, as also, during execution of the contract, any issue specifically raised before the IEMs shall be looked into by the panel of IEMs.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.

10.5 If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s), in accordance with the CVC guidelines.

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL as far as possible within 2 weeks, but not more than 30 days, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

Issuing Officer of HAL

11. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder(s)/Seller(s) 12 months after the last payment under the contract, and for all other unsuccessful Bidder(s)/Seller(s) within 6 months from date of placement of order / finalization of contract against this tender.

13.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by CMD, HAL.

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder(s)/ Seller(s) of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with HAL exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

Issuing Officer of HAL

16. The Parties hereby sign this Integrity Pact at _____ on _____ (Bidder(s)/Seller(s)) and at _____on_____ (Buyer)

BUYER	BIDDER / SELLER
Signature:	**Signature:**
Executive Director/General Manager	Authorized Signatory (*) (β)
Hindustan Aeronautics Ltd.,	
.....Division	
Date:	**Date:**
Stamp:	**Stamp:**
Witness	Witness:
1._____	1._____
_____	_____
2._____	2._____
_____	_____

(*) – Authorized signatory of the company / authorized person who has signed the offer.

(β) – In case the Bidder(s)/Seller(s) is a Joint Venture, all the Partners of Joint Venture should sign this Integrity Pact (Indicating Name, Designation of the respective persons)

Issuing Officer of HAL

2. Format of Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This "Agreement" is made and entered into as of the last date of execution hereof by and between: _____, Company registered in _____ having Registered Office at _____, hereinafter referred to as "_____".

And

Hindustan Aeronautics Limited, an Indian Company registered under Companies Act, 1956, having its Registered Office at 15/1 Cubbon Road, Bangalore 560 001, India, hereinafter referred to as "HAL".

_____ and HAL shall hereinafter be individually referred to as "Party" or collectively as the "Parties", as the context may require.

WHEREAS:

I. HAL, a premier and leading aerospace company in South Asia is involved in design, development, manufacture, supply and maintenance in various fields including aircraft, helicopters, aerospace equipment, engines and accessories

II. _____ is a _____ involved in _____ _____ (description of operations of _____)

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 **"Agreement"** means this Non-Disclosure Agreement.

1.2 **"Confidential Information"** means information which is not generally known to the public, and includes, but is not limited to information that is Proprietary to the Disclosing Party, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

a) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

b) any strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;

c) plans for products or services, and customer or supplier lists;

d) any concepts, reports, data, know-how, works-in-progress, designs, logos, trademarks, service marks, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;

e) commercial, technical, geographical and legal information, details of contracts, information regarding government approvals and licenses required for the business operations and any related data pertaining to the Company or its affiliates or Customers given to the Receiving Party

f) Copies, abstracts or any other form of partial or full reproduction of Confidential Information.

g) any confidential information provided by third parties;

PROVIDED Confidential Information need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated as Confidential Information.

1.3 **"Disclosing Party"** means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

1.4 **"Effective Date"** shall mean the date of the last signature appearing herein.

1.5 **"Purpose"** shall mean the description given in Article 2

1.6 **"Receiving Party"** means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

2. PURPOSE

The purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Confidential Information which is disclosed by and between the Parties regarding exploring the possibility of potential business cooperation between the parties relating to sale of HAL manufactured exportable Aircraft platforms and its associated equipment (the "**Purpose**").

3. PROCEDURE FOR DISCLOSURE

3.1 When disclosed in writing, on magnetic, optical or any other type of media, Confidential Information will be clearly and conspicuously stamped and or /marked by the Disclosing Party as Confidential and/or Proprietary Information.

3.2 When disclosed orally, Confidential Information will be identified as Confidential Information at the time of oral disclosure and summarized in writing or other tangible form which will be delivered no later than 30 calendar days after the oral communication. The summary will be appropriately marked confidential in accordance with Article 3.1. During the thirty (30) days period, such information shall be protected as Confidential Information.

3.3 In the event that the Disclosing Party inadvertently or accidentally fails to identify information or data disclosed to the Receiving Party as being Confidential Information in accordance with above provisions, the Disclosing Party may correct such inadvertence or accident by notifying the Receiving Party in writing within thirty (30) days after the discovery thereof, provided that Receiving Party shall have no liability with regard to any disclosure or uses of the unidentified or unmarked Confidential Information which occurred prior to the receipt of such notification.

4. OBLIGATIONS OF THE RECEIVING PARTY:

The Receiving Party shall have the following obligations with respect to Confidential Information:

4.1 To maintain confidentiality of such information and to store and protect the confidentiality of the Confidential Information by the use of, at least, the same degree of care that each Party uses to protect its own Confidential Information, and in any event not less than a reasonable standard of care and to retain and not to remove any Confidential Information stamps or marking appearing on such Confidential Information.

4.2 Not to use such Confidential Information, in whole or in part, for another Purpose than that specified in this Agreement, unless such use is specifically authorised in writing by the Disclosing Party;

4.3 Not to disclose such Confidential Information to any persons employed in its Company other than those having a 'need to know' for the Purposes for which disclosure is made under this Agreement. In this regard, the Receiving Party will be responsible for ensuring that the obligations of confidentiality and non use contained herein are observed by its employees;

4.4 Not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement;

5. EXCEPTIONS TO OBLIGATIONS OF THE RECEIVING PARTY

The obligations with respect to handling of Confidential Information set forth in this Agreement are not applicable to any information which:

5.1 Prior to its disclosure by the Disclosing Party to the Receiving Party, was already known to the Receiving Party provided that immediately upon the disclosure by the Disclosing Party, the Receiving Party will bring such fact to the attention of the Disclosing Party; or

5.2 Is at the time of disclosure in the public domain or which comes into public domain in each case, where the publication making such information public domain is not the result of breach of this Agreement; or

5.3 Is legally received from a third party where the Receiving Party has no reasonable cause to believe that the receipt or the disclosure of such information by such third party was the result of or constitutes a breach of any duty or obligation towards the Disclosing Party; or

5.4 Is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information; or

5.5 Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party; or

5.6 Is required to be disclosed by any law, order or demand of a court of competent jurisdiction or government, the Receiving Party shall promptly and to the extent possible before making such disclosure notify the Disclosing party of such order/demand and provide reasonable assistance to prevent such disclosure. Nevertheless Confidential Information disclosed pursuant to this disclosure shall

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otherwise continue to be Confidential Information protected in accordance with all provisions of this Agreement.

If any portion of the Confidential Information falls within any one of the above exceptions, the remainder shall continue to be subject to the restrictions of this Agreement.

6. BURDEN OF PROOF

6.1 The burden of proof that Confidential Information which is disclosed falls within one of the exceptions set forth in Article 5 above, shall be on the Receiving Party.

6.2 The Receiving Party shall maintain the confidentiality of the Confidential Information until the Receiving Party has by clear and convincing evidence demonstrated to the Disclosing Party the validity of the aforesaid exceptions.

6.3 In the event of a dispute between the Parties regarding the applicability of one of the exceptions set forth in Article 5 above, the Receiving Party shall maintain the confidentiality of the Confidential Information until a final and non-appealable award and/or non-appealable court order/judgment is granted.

7. OWNERSHIP OF CONFIDENTIAL INFORMATION

7.1 All Confidential Information disclosed under this Agreement, as also any copies, reproductions or duplications duly authorized and made for the sole achievement of the Purpose shall remain in any case the property of the Disclosing Party.

7.2 No license or conveyance of any rights to either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is expressly granted or implied by the disclosure or exchange of Confidential Information between the Parties.

8. TERM AND TERMINATION

8.1 The term of this Agreement, during which time Confidential Information may be exchanged, shall be for a period of 5 years from the Effective Date. The Agreement can be renewed for a further period, subject to the Parties' mutual agreement in writing to that effect.

8.2 This Agreement may be terminated earlier by either Party giving at least 30 days notice in writing to the other party of its intention to do so.

8.3 After the termination or expiry of this Agreement the Receiving Party will not make any further use, directly or indirectly, of the Confidential Information for any purpose without the prior written permission of the Disclosing Party.

8.4 Expiry or termination of this Agreement in accordance with the provisions of Article 8.1 and 8.2 shall not relieve the Receiving Party of its confidential obligations under this Agreement. Those obligations shall continue the Confidential Information falls within one of the exceptions set forth Article 5 above.

Issuing Officer of HAL

9. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

9.1 Within thirty (30) days of the completion of the activities contemplated in Article 2 above or of termination or expiry of this Agreement or of Disclosing Party's request, whichever shall first occur, the Receiving Party shall return or destroy all Confidential Information disclosed hereunder and all copies thereof, at the choice of the Disclosing Party to be delivered in writing and certify in writing that all copies thereof in its possession have been returned and/or destroyed.

9.2 Upon written request by one Party, the other Party shall provide a signed, dated receipt which itemizes the Confidential Information transmitted or received hereunder.

10. NOTICE OF BREACH

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. CONTACT PERSONS

With respect to any exchange of Confidential Information which may occur as a result of implementation of this Agreement, it expressly understood and agreed that the below listed employees shall, on behalf of the respective parties, be exclusive individuals authorized to receive and /or transmit Confidential Information under this Agreement.

HINDUSTAN AERONAUTICS LIMITED	_____
Name: Title: Address: 15/1, Cubbon Road, Bangalore Ph: +91 80 22320860 / 22320406 Fax: +91 80 22320140 Email: marketing@hal-india.co.in	

As regards the individuals identified in point above, each party shall have the right and power and authorization to re-designate such persons within their organization, who will have authorization to receive and /or transmit Confidential Information exchanged by the parties under this Agreement.

Any such re-designation which is made by any of the parties shall be effected by rendering written notice of such change to the other party.

K.V.A.S

Issuing Officer of HAL

12. ASSIGNMENT

Neither Party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third party inure without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.

13. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. WAIVER

The failure of the either Party, at any time, to require performance and/or enforcement of any provision of this Agreement shall not be construed as a waiver of the requiring Party of its rights under this Agreement, nor shall the failure of the requiring Party to take action affect its rights, at some later date, to enforce these rights under this Agreement for breach of any of the provisions of this Agreement.

15. CLASSIFIED INFORMATION

Nothing herein shall be deemed to replace or prejudice any governmental security classification referenced on any part of the Confidential Information and the Receiving Party undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant governmental authority in the country of the Disclosing Party. This obligation shall continue for the duration of this Agreement and thereafter until such time as the said authority shall deem appropriate.

16. WARRANTY

The Confidential Information will be supplied "as is" without any express or implied warranty and in particular without any limitation as to fitness of such Information for the intended purpose.

17. AMENDMENT

Any amendment to this Agreement must be made in writing and shall be signed on behalf of the parties.

18. HEADINGS

The headings of articles contained herein are used for convenience and ease of reference and shall not affect in any way the meaning or interpretation of this Agreement.

19. SUCCESSORS

Subject to clause 12, this Agreement shall be binding upon and inure to the benefit of the respective successors and assignees of both Parties.

20. NON-EXCLUSIVITY

This Agreement will not preclude either Party from working with others in any connection so long as the obligations described herein are respected.

21. REMEDIES

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Both parties hereby agree that in the event of a breach by the Receiving Party/employees in performing its responsibilities under this Agreement the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder including seeking damages, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

22. DISPUTE RESOLUTION

In case of any dispute or difference whatsoever arising among the Parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof, Parties agree to schedule a mandatory meeting at a mutually agreed location to resolve the dispute which shall be attended by the representatives designated by the Parties. If the dispute is not resolved within two (2) months from the date of scheduled mandatory meeting stated hereinabove, the same shall be settled by arbitration in accordance with the Rules of International Commercial Arbitration of Indian Council of Arbitration, by a single arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be in Bangalore India. The proceedings shall be conducted in English Language. The arbitration award shall be final and binding

Provided, during pendency of the arbitration proceedings, the parties shall continue to perform their obligations under this Agreement.

23. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of India.

24. CONFIDENTIALITY OF THIS AGREEMENT

The execution, existence and performance of this Agreement, terms of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by either Party without the prior written consent of the other.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the Parties relating to the subject matter hereof and supersedes and cancels any and all previous declarations, negotiations, commitments, communications, approvals, agreements and confidentiality agreements, either oral or written, between the Parties in respect thereto.

Issuing Officer of HAL

IN WITNESS WHEREOF, the Parties by their duly authorized officers and representatives have signed this Agreement in two (2) original counter parts.

HINDUSTAN AERONAUTICS LIMITED	_____
Signature: Name: Title: Date:	Signature: Name: Title: Date:

Witnesses:

1.

2.

Witnesses:

1.

2.

(*) – Authorized signatory of the Bidder / authorized person who has signed the offer.

Issuing Officer of HAL

D. Important details regarding this Tender:–

a) **Any queries related to the said tender to be addressed to:** Chief Manager (IMM), 15/1, Cubbon Road, HAL Corporate Office, Bangalore-560 001, India.

b) **Name/ designation of the contact person:** Shri. Abhirama K V, Chief Manager (IMM)

c) **Telephone number of the contact person:** +91-80-22320976

d) **Fax number of the contact person:** +91-80-22320234

e) **E-Mail Id (only for seeking clarification):** imm1@hal-india.co.in

f) **E-Mail Id (only for submission of bid):** tender.co@hal-india.co.in

(Bid submitted through e-mail id: imm1@hal-india.co.in will not be considered for further processing)

g) **Due date and time for submission of bids: 16:00 Hrs. of 15-11-2024**

h) **Time and date for opening of technical bids: 16:30 Hrs. of 15-11-2024**

Thanking you,

Yours Faithfully
For Hindustan Aeronautics Limited

Chief Manager (IMM)

Encl : as stated above

Issuing Officer of HAL

Bidder's Compliance for Scope of work

RFQ No. HAL/CD/750/RFQ-AM243/2024 Dated: 05-11-2024

Name of Bidder: _____

Name of Country: _____

Sr. No.	Parameters of Scope of Work	Bidder's Compliance (Yes / No)
1.	The broad scope of work is as follows:	
	a) Use his best endeavours to promote sales and build up market for the Products throughout the territory by contacting all potential purchasers and work diligently to secure their orders irrespective of any aid/grant/subsidy or any such financial assistance from Govt. of India directly or through any organization on behalf of Govt. of India, except for those Products and Services which are directly dealt with or negotiated at Government level between **India** and **Democratic Republic of Congo (DRC).**	
	b) Release / display advertisements in leading newspapers / periodicals within the territory regarding the Products. The advertisement matter shall be provided by HAL. The Marketing Agent shall share the marketing plans and procedures in this regard to HAL. The cost of all such advertisements shall be borne by the Marketing Agent.	
	c) To provide following information to HAL as & when sought: i. The current market scenario ii. Market Demand Forecast / Requirement iii. Competition iv. Market levels v. Funding vi. Local information relevant thereto vii. Technical specification requirements of Customers viii. Local laws, ordinances, regulations, applicable rules, taxes and procedures ix. Documentation issued by the Customers, Government, Ministries, Consultants and other bodies relating thereto. x. Any other information relating to the matters related/ connected with the resultant Agency Agreement.	

K.V.AS

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder

Sr. No.	Parameters of Scope of Work	Bidder's Compliance (Yes / No)
	d) Not to buy sell, negotiate for the sale of similar Products or take agency or otherwise assist in the sale of similar Products of any other manufacturers.	
	e) Not accept orders or make contracts on behalf of HAL except with previous written concurrence of HAL or entertain orders except according to the conditions of sale for the time being prescribed by HAL and not make any promises, representations, warranties or guarantees with reference to the Product, except according to the handouts sent out by HAL.	
	f) Adopt fair practice and take full responsibility for all things done and all representations and warranties made by it which are not expressly authorized by HAL in writing and to indemnify and keep harmless HAL for any loss or damage which HAL may incur, directly or indirectly by reason of any claim, demand or action taken by anyone in consequence thereof.	
	g) Not quote the price of the product at any sum other than that for the time being fixed by HAL, without the prior written consent of HAL.	
	h) In all correspondence and other dealings relating directly or indirectly to the sale of the products clearly indicate that they are acting only as Marketing Agents of HAL.	
	i) Should be able to provide insights on Industrial co-operation opportunities / offsets programme requirements applicable in the country acquiring the equipment.	
	j) Marketing Agent shall report annually to HAL through written report on the activities undertaken under the resultant Agency Agreement and the sales occurred. The Marketing Agent shall also submit the road map for the future business of HAL products in the Country.	
	k) Assist the visiting HAL delegations in regard to discussions and negotiations with the authorities and for arranging presentations and demonstrations, if required and also provide the required facilities regarding office accommodation, telex, fax, e-mail, etc. during their visit.	
	l) Arrange for payment of advance by the buyers and other authorities in the territory in respect of orders placed by them to HAL and also for opening of letters of credit in favour of HAL whenever so stipulated in the Contracts.	

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Signature with Seal of the Authorized Signatory of Bidder

Sr. No.	Parameters of Scope of Work	Bidder's Compliance (Yes / No)
	m) Take all necessary follow-up action to recover the moneys due to HAL (if any) from the buyers in the territory and to ensure that the dues are paid or remitted to HAL promptly in accordance with the conditions of sale.	
	n) Appear on behalf of HAL with the bankers, exchange control and other authorities and do all that is necessary to ensure prompt remittance of the dues to HAL.	
	o) Depute, at their own cost, representatives to India to attend Marketing Agents' Conference / review meeting which may be convened by HAL as and when required.	
	p) Should have skilled manpower who are conversant with technical terminologies and good communication skills. The Marketing Agent should be able to obtain Market intelligence regards to the offers made by Competitors including price details.	
	q) Utilize only such technical information as is provided or approved by HAL in making representations concerning the Products to prospective purchasers thereof.	
2.	It is hereby made clear that nothing herein contained confers any authority on the Marketing Agent to enter into any contracts or commitments by or on behalf of HAL in any matter, unless agreed in writing.	
3.	Quotations in response to tender notices shall be sent by HAL to the Government Authorities and other Procurement Agencies in the territory with copy to the Marketing Agent who shall thereafter will take all such necessary actions to obtain business in respect of the same.	
4.	All orders for HAL's products shall be subject to acceptance and confirmation in writing by HAL and as per its own terms and conditions and subject to the grant of requisite permission by Government of India. The Marketing Agent can only collect orders from intending buyers and forward them to HAL for their consideration.	

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder

Bidder's Compliance on Submission of Documents

RFQ No. HAL/CD/750/RFQ-AM243/2024 Dated: 05-11-2024

Name of Bidder: _____

Name of Country: _____

Sr. No.	List of Documents	Bidder's Compliance (Submitted/ Not submitted)
1.	The bidders should provide the following documents:	
	a. Attested copy of the Certificate of Registration of the organization with the appropriate authority.	
	b. Memorandum of Articles of Association (in case of Limited company).	
	c. Attested copies of Partnership Deed (in case of Partnership firm).	
	d. Trade License issued by Ministry of Commerce / Trade / Industry or such other Competent Authority.	
	e. Latest Income Tax Clearance Certificate (Original or attested copy).	
	f. Office address proof.	
	g. Original Power of Attorney for the person to sign the agency agreement.	
	h. Profiles of Senior Executives (list of Partners, in case of Partnership).	
	i. Products handled / nature of business, details of past experience in handling defence equipment for Government, etc.	
	j. List of customer references / Customer Information.	
2.	Financial information about the Company	
3.	Confirmation from the bidder on their Letter Head that	
	a. They shall adhere to the laws of the country of prospective business besides the laws of the country governing the agency agreement.	
	b. They have not been blacklisted/ banned by HAL or any other Country.	
	c. There is no conflict of interest with the business of HAL.	

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Sr. No.	Parameters of Scope of Work	Bidder's Compliance (Yes / No)
4.	Office Infrastructure:	
	a. Total available office area in sq. ft. / sq. m.	
	b. Available area in sq. ft. / sq. m. of Warehouse / Showroom / Service Centre.	
	c. Total Manpower	
	i. Administrative manpower	
	ii. Technical manpower	
	iii. Sales staff	
	iv. Service staff	
	d. Details of availability of Machinery, equipment related to aerospace business.	
	e. Details of availability of Transport such as cars, pick-ups, Trucks, Material Handling equipment, Mobile service vans etc.	
5.	Whether the Country of Prospective business has laws/ guidelines prohibiting appointment of Agents (Agent to submit certificate from legal firm of that country).	
6.	Bidder is required to provide their contact details on their Letter Head for servicing notices by HAL. The details should contain the followings: Name, Designation, complete Postal Address, Telephone No., Fax No. and e-Mail id.	
7.	Bidder is required to provide the complete details of their contact person who can be addressed to regarding any query/ clarification required by HAL during the tendering stage i.e. related to quotation submitted by the bidder. The details should contain the followings: Name, Designation, complete Postal Address, Telephone No., Fax No. and e-Mail id.	

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Signature with Seal of the Authorized Signatory of Bidder

Technical Evaluation Matrix

RFQ No. HAL/CD/750/RFQ-AM243/2024 Dated: 05-11-2024.

Name of Bidder:_____ Name of Country: _____

Sl. No.	Parameter	Variables					Bidder to Indicate Suitable Variable, as Applicable	Supporting Documents Submitted (Yes / No)
1.	**Awareness of HAL's Products, Services, Customers, Market**							
a)	No. of years of direct association with HAL	Nil : 0	< 5 yr : 3	5 - 10 yr : 5	10 - 15 yr : 7	> 15 yr : 10		
b)	Past Performances (Business generated)	Nil : 0	< Rs. 10 Cr : 3	Rs. 10 - 25 Cr : 5	> Rs. 25 - 50 Cr : 7	> Rs. 50 Cr : 10		
2.	Experience in dealing with Aviation Products	Nil : 0	< 2 yr : 2	2 - 5 yr : 5	5 - 10 yr : 7	>10 yr : 10		
3.	Any past successful bid in Aerospace	Nil : 0	< 2 : 3	3 - 5 : 5	5 - 10 : 8	>10 : 10		
4.	**Infrastructure Available**							
a)	Office Space	No : 0		Yes : 6				
b)	Technical Staff	Nil : 0	1 - 3 : 4	4 - 10 : 6	>10 : 8			
c)	Logistics support	Nil : 0		Yes : 6				

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Sl. No.	Parameter	Variables		Bidder to Indicate Suitable Variable, as Applicable	Supporting Documents Submitted (Yes / No)
5.	**Fulfilment of Legal Documentation Criteria**				
a)	Registered office in the region	No : 0	Yes : 10		
b)	AOA / MOA	No : 0	Yes : 10		
c)	Tax Certificate	No : 0	Yes : 5		
d)	Aerospace related Certification	No : 0	Yes : 5		
e)	Established representative of Indian DPSUs / any Govt. of India Company	No : 0	Yes : 10		

Bidder should fill up the Evaluation Parameter Matrix as applicable to them based on their experience, performance etc as indicated. Bidder is also required to provide supportive documents for respective parameters.

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder

Bidder's Compliance on Commercial Terms and Conditions

RFQ No. HAL/CD/750/RFQ-AM243/2024 Dated: 05-11-2024

Name of Bidder: _____

Name of Country: _____

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
1.	**Validity:** The resultant Agency Agreement shall be in force for a period of five years from that date of signing of the Agreement. The validity of Agreement shall, however, be subject to the provisions contained in Clause 2 of this tender in the matter of termination by notice.	
2.	**Termination by Notice:** 2.1 Either party may, at any time, terminate the resultant Agency Agreement by giving ninety days written notice to the other. It shall not be necessary to assign cause for such termination. 2.2 Either party may terminate the resultant Agency Agreement by giving thirty days notice in writing to the other in the event of that other party failing or neglecting to fulfil any of its material obligations hereunder.	
3.	**Marketing Agent's Commission:** 3.1 In consideration of the services to be rendered by the Marketing Agent in accordance with the resultant Agency Agreement, HAL shall pay the commission as mutually agreed by HAL and the Marketing Agent on the Products indicated in Schedule - A on all orders received through Marketing Agent from the territory and accepted and executed by HAL. In case of any order received through Marketing Agent from territory for supply of products/ services, indicated in Schedule - A, supported by aid/ grant/ subsidy or any such financial assistance (excluding Line of Credit) from Govt. of India, the Marketing Agent shall be paid a commission only on the amount net realized from the customer (i.e. not from aid/ grant/ subsidy or any such financial assistance from Government of India) excluding statutory taxes recoverable from customer for remittance in India.	

K. V. A.S

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
	3.2 Such commissions accrue and become due only after HAL has actually received its dues in full from the customer. In case HAL receives its total dues from the customer in phases or at time intervals as per the agreed payment schedule spreading more than one year, HAL shall pay to the Marketing Agent the percentage of pro-rata commission only on reaching the stipulated contract milestones in terms of deliveries / rendering of service etc. out of the amount realized from customer. In other words, no commission shall be payable to the Marketing Agent out of any advance received by HAL from the customer against furnishing Bank Guarantee or any other form of Guarantee. Further, where the final payment is received by HAL against submission of any Performance Bond / Guarantee etc., to the customer, Commission in respect of such final payment shall be payable to the Marketing Agent after completion of the validity period of the Bond / Guarantee furnished by HAL. 3.3 The commission will be payable within three months (3 months) after the end of each calendar quarter upon any and all payments received by HAL during such preceding quarter and shall be deposited in such bank or banks designated by the Marketing Agent in writing, but subject to the following : a) A claim for this purpose should be preferred by the Marketing Agent on HAL, giving the purchase order number, invoices paid, amount of commission due etc. at the end of each quarter in any case not later than one year of its becoming due to enable HAL to remit the commission. b) For the purpose of determining commission payable under the resultant Agency Agreement, sale price shall mean Ex-works price of the products excluding statutory taxes recoverable from customer for remittance in India. The commission payable for services like overhaul, training, consultancy and turnkey projects shall be determined on the basis of the Invoice prices for such services. c) No Commission shall be payable to the Marketing Agent if the sums due to HAL, for supplies made, had remained unpaid for more than six months and attributable to the negligence of the Marketing Agent in taking follow up action as per par 1. (m) of Section 1 of this document and are subsequently recovered as a result of HAL's efforts or those of other parties. d) Remittance of commission to the Marketing Agent shall be with reference to the place of residence of the Marketing Agent and as per the rules of the Reserve Bank of India. e) The Marketing Agent is not entitled for any consideration in any form other than the Agency Commission.	

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Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
	3.4 The currency of payment shall generally be the currency in which payment is received by HAL unless specifically mentioned by HAL. 3.5 Any adjustments made on the Contract/ Order value by the customer which results in a revision in the Contract/ Order value will be reflected in the Agency Commission. 3.6 Agency commission shall be inclusive of all incidentals and expenses incurred by the Marketing Agent till the final completion/ execution of the Contract/ project. All taxes outside India relating to Agency commission shall be borne by the Marketing Agent only. No other cost/ re-imbursement shall be payable to the Marketing Agent other than the Agency Commission.	
4.	**Payment of Commission After Expiration or Termination:** 4.1 Upon expiration of the resultant Agency Agreement pursuant to Clause 1 or termination pursuant to Clause 2 of resultant Agreement, the obligation of the parties shall cease except that the Marketing Agent shall be entitled to receive commission on account of orders transmitted to and accepted by HAL prior to expiration or termination of the resultant Agency Agreement, at the time and in the amount that such commissions would have been payable under the terms in Clause 3 above. 4.2 No commissions or other compensations shall be due to the Marketing Agent on account of any orders actually received by HAL after the time of expiration or termination of the resultant Agency Agreement or which had not prior to the time of such expiration been accepted by HAL in the manner provided in the resultant Agency Agreement whether or not any such or any similar order from the same purchaser is later accepted and the purchase price received by HAL. 4.3 As regards orders received and executed during the continuation of the agency in respect of which payment has not been received (or where payment is being made by the purchaser in instalments in respect of which payment of any part of the price has not been received) at the due of the termination of the resultant Agency Agreement howsoever caused, the commissions due to the Marketing Agent shall continue to be payable as and when payments are received by HAL subject to Clause 3 above.	
5.	**Return of HAL's Property:** Upon either expiration or termination of the resultant Agency Agreement, the Marketing Agent will execute such documents as may, in the opinion of HAL, be required to transfer to HAL any and all rights, title or interest which the Marketing Agent may have acquired by virtue of the resultant Agency Agreement or otherwise in any samples, patterns or other proprietary interest, now or hereinafter owned or used by HAL.	

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Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
6.	**Not to Assign Clause:** The resultant Agency Agreement and any rights, benefits or obligations hereunder shall not be transferred or assigned to or encumbered in any manner by the Marketing Agent without the prior written consent of HAL.	
7.	**Collection of Indebtedness:** HAL reserves the right to: a) Apply towards the payment of any amount due to HAL from the Marketing Agent, and b) Deduct any amounts owed by the Marketing Agent to HAL from any amounts owned by HAL to the Marketing Agent.	
8.	**Service of Notice:** Any notice required to be given by either party to the other hereunder or in connection herewith shall be in writing and delivered personally or by registered mail. Notices to the Marketing Agent shall be directed to the Marketing Agent's place of business in their registered Head Office. Notice to HAL shall be directed to Hindustan Aeronautics Limited, 15/1 Cubbon Road, Bangalore - 560001, India. While submitting quotation, the bidder is required to provide their contact details for servicing notice by HAL. The details should be provided on bidder's letter head.	
9.	**Law Applicable:** The resultant Agency Agreement shall be governed in all aspects in accordance with the Laws of India. The jurisdiction of the courts shall be Bangalore, India.	
10.	**Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the resultant Agency Agreement or the validity or the breach thereof shall be attended by the representatives designated by the parties. If the dispute or difference is not resolved within three months from the date of scheduled mandatory meeting stated hereinabove, the same shall be settled by arbitration in accordance with the Rules of International Commercial Arbitration of the Indian Council of Arbitration, by a single arbitrator and the award made in pursuance thereof shall be binding on the parties. The seat of arbitration shall be Bangalore, India. The proceedings shall be conducted in English Language. During pendency of the arbitration proceedings, the parties shall continue to perform their obligations under the resultant Agency Agreement.	
11.	**Severability:** If any provision of the resultant Agency Agreement is declared invalid or unenforceable, the resultant Agency Agreement shall be considered divisible as to such provision and the remaining provisions of the Agreement shall be valid and binding.	

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Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
12.	**Variation of Resultant Agreement:** It is agreed by the parties to the resultant Agency Agreement that amendments, alterations or modifications to the resultant Agency Agreement shall be permitted; but no such amendment, alteration or modification shall be valid unless executed in writing and signed by both the Marketing Agent and HAL.	
13.	**General:** 13.1 With successful bidder, the Agreement will be executed in two counterparts, each of which constitutes as original. 13.2 Subject to the provisions of Clause 6 above, the resultant Agreement shall bind the successors and assignees of the parties hereto.	
14.	**Non-Exclusive:** The Marketing Agent rights granted hereunder are on "non-exclusive" basis and they do not preclude HAL from appointing any other Marketing Agent in the same territory if the need for the same arises.	
15.	**Agreements between Governments of India and Republic of Congo (Country):** The terms and conditions of the resultant Agency Agreement shall not apply to the products and services which are directly dealt with or negotiated at Government level between **INDIA** and **Democratic Republic of Congo (DRC).**	
16.	**Confidentiality:** Both parties recognize that during the existence of the resultant Agency Agreement, it may be necessary for either party to disclose sensitive commercial and technical information that might be confidential in nature with the other party. The disclosure and use of such confidential information shall be protected under the terms and conditions of Non-Disclosure Agreement. The Non-Disclosure Agreement will be signed by both the parties along with the resultant Agency Agreement. NDA format is enclosed at Section - 6 of this tender document.	
17.	**Trademarks:** During the term of the resultant Agency Agreement and for the purpose of carrying out obligations under the resultant Agency Agreement, the Marketing Agent shall have the right to advertise HAL's Products, within the territory as an authorized Marketing Agent of HAL, under the trademarks that HAL may adopt from time to time ("HAL's Trademarks"). Nothing herein shall grant Marketing Agent any right, title, or interest in HAL's Trademarks. At no time during the term of the resultant Agency Agreement or at any time thereafter shall Marketing Agent challenge or assist others in challenging HAL's Trademarks or the registration thereof or attempt to register any trademarks confusingly similar to those of HAL. All presentation of HAL's Trademarks that Marketing Agent intends to use shall first be submitted to the HAL for written approval.	

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Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
18.	**Force Majeure:** 18.1 If in performance of the resultant Agency Agreement, HAL is prevented, restricted or interfered with by reason of a case of excusable delay as defined below, such a failure to perform shall not be regarded as a breach of this Agreement. 18.2 For the purpose of the resultant Agency Agreement a case of excusable delay shall be defined as any event whether predictable or not, which is beyond the reasonable control of HAL and whose effects could prevent HAL wholly or in part from fulfilling its obligations in accordance with the resultant Agency Agreement such cases of excusable delay shall be deemed to comprise, but shall not be limited to: a) Fire, explosion, breakdown of plant, failure of machinery, strike, lockout, labour dispute, casualty or accident, riots, lack of failure in whole in part of sources of supply in particular concerning the HAL, its Sub-Authorised Representative or supplier; or b) Any law, order, proclamation or ordinance of the Government of India or war, revolution, civil commotion, acts of public enemies or terrorists, blockage or embargo; or c) Any other acts, whatsoever whether similar or dissimilar to those above enumerated, beyond the reasonable control of the parties. d) The above list to be considered indicative and not limitative. 18.3 In case of occurrence of any of the events constituting the "Force Majeure', HAL shall give prompt notice within 30 days of the occurrence and cessation of such events to the Marketing Agent. The time for delivery shall be extended by a period not more than the duration of such event. But where the incident of the force majeure exceeds a period of 90 days the parties shall hold consultation with each other with regard to the appropriate steps to be taken in the future implementation of the Agreement. 18.4 In the event of any total or partial ban/ restrain imposed by the Government of India with regard to export of the material spares in relation to areas / countries, sources, agencies and organisations quality, quantity and period of export of any reason whatsoever whether statutory or otherwise, or as a result of a policy decision export being prevented on account of any force majeure circumstances beyond HAL's control , HAL shall be entitled to cancel Agreement in whole or part or partially suspend it without being in any manner liable for such cancellation or suspension.	
19.	**Fair Practice:** The Marketing Agent shall adhere to fair practices. The Marketing Agent under no circumstances shall indulge in any unfair or corrupt practices while dealing with HAL and prospective buyers.	

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Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
20.	**Warranty & Representation:** The Marketing Agent represents and warrants that it has neither indulged into corrupt, unfair practices in the past and nor been prosecuted under applicable law for such practices in the past. The Marketing Agent further represents and warrants it has all necessary permissions, licenses, documents etc. to carry out activities as envisaged under the resultant Agency Agreement.	
21.	**Waiver:** The failure of the either party, at any time, to require performance and/or enforcement of any provision of the resultant Agency Agreement shall not be construed as a waiver of the requiring party of its rights under the resultant Agency Agreement, nor shall the failure of the requiring party to take action affect its rights, at some later date, to enforce these rights under the resultant Agency Agreement for breach of any of the provisions of the resultant Agency Agreement.	
22.	**Headings:** The headings of clauses contained herein are used for convenience and ease of reference and shall not affect in any way the meaning or interpretation of the resultant Agency Agreement.	
23.	**Entire Agreement:** The resultant Agency Agreement constitutes the entire Agreement among the parties relating to the subject matter hereof and supersedes and cancels any and all previous declarations, negotiations, commitments, communications, approvals, agreements and confidentiality agreements, either oral or written, between the parties in respect thereto.	
24.	**Survival:** The following clauses shall survive any expiration and or termination of this Agreement: i. Confidentiality, ii. Waiver, iii. Survival, iv. Arbitration, v. Law Applicable Any provision of the resultant Agency Agreement, which expressly or by implications from its nature is intended to survive the termination or expiration of the resultant Agency Agreement and any right arising on termination or expiration, shall survive.	
25.	**Relationship of Parties:** It is understood that each party is an independent party and that all persons engaged in work under the Agreement of either party shall in no sense be employees of the other party.	
26.	**Indemnities:** Parties will indemnify each other in respect of any costs, claim or liabilities whatsoever arising from death or injuries to employees of one party caused due to negligent acts or omissions to the employees of the other party in connection with the Agreement.	

K.V.A

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder

Sl. No.	Commercial Terms & Conditions	Bidder's Compliance (Yes / No)
27.	**Immunity to Government of India:** It is understood and agreed that the Government of India is not a party to the resultant Agency Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The Marketing Agent shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the resultant Agreement. Accordingly, Marketing Agent expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of the resultant Agency Agreement, not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under the resultant Agency Agreement. The Marketing Agent further understands and agrees that he will not approach Government of India of any political parties of India, either directly or through any means, against the decision of HAL.	
28.	**Bribes and Gifts:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Marketing Agent or any one on his or their behalf to any employee, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the Marketing Agent may incur, subject the Marketing Agent to the cancellation of the Agreement with HAL and also for payment of any loss or damage resulting any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.	
29.	**Counter Terms:** When counter terms and conditions are offered by a bidder, HAL shall not be deemed to be governed by such terms and conditions unless specifically written and acceptance thereof has been given by HAL. No terms and conditions, notice of which has not been given by the bidder while submitting quotations, will be considered by HAL at later stage, if put forward in subsequent correspondence, after acceptance of orders etc.	
30.	Any bidder quoting against this enquiry shall be deemed to have read and understood these terms and conditions fully. The offer shall be deemed to be an admission on the part of bidder that they have fully acquainted themselves with the details and no claim on his part, which may arise on account of non-examination or insufficient examination of the conditions of the Tender will, in any circumstances, be considered.	

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Price Bid

RFQ No. HAL/CD/750/RFQ-AM243/2024 **Dated:** 05-11-2024

Name of Bidder: _____

Name of Country: _____

Sl. No.	Parameter	Weightage	% Commission	Weighted Average
		(A)	(B)	(C = A X B)
1.	Platform Sale	50		
2.	Engine supply	20		
3.	Spares (Other than engines), aircraft accessories	15		
4.	Services (Repair, Overhaul, Training, Consultancy etc.), GHE / GSE	15		
Total		**100**		

The commercial scores of all the short listed bidders will be tabulated as above and rank them in the order of lowest to highest score. The bidder with the lowest commercial score will be treated as L1 bidder, bidder with next lower commercial score will be L2 bidder and so on. In case of a tie between two or more bidders, the bidder with a higher technical score would be ranked higher. In case any bidder fails to indicate any percentage of commission or percentage commission for any one category as listed above, his bid will not be considered for further commercial evaluation.

K.V.A.S

Issuing Officer of HAL

Signature with Seal of the Authorized Signatory of Bidder