

**HINDUSTAN AERONAUTICS LIMITED**

SUKHOI ENGINE DIVISION, KORAPUT

PO: SUNABEDA, DIST: KORAPUT

ORISSA - 763002

INDIA, GSTN:21AAACH3641R1ZJ

PHONE : 06853-221733

FAX :

E-MAIL : subcontract.koraput@hal-india.com

M/s.

GRAM TARANG EMPLOYABILITY TRAINING SERVICES PVT.

CUTM-CIT CAMPUS,

RAMACHANDRAPUR JATNI

KHURDA

BHUBANESWAR 752050

INDIA,

Attn : MR.ABHINAV MADAN

Fax : 06742352433

Phone : 0674-2352667,+91993700
2580,+919868100263

Email : abhinav.madan@gramtarang.in,shashikant.tewary@gramtarang.in

P.O Number : HBS/ 19SBI-1115 - 99

P.O DATE : 12/12/2019

Party Code : IG0851 , 0674-2352667,+9199370

Proj. Code : S Bgt. Code: 2S99

Sup. Code : *

Budget Ref :

YOUR OFFER REF : OUR TENDER NO:HBS/19SU-1064/1-99, DTD:21/09/2019

YOUR OFFER REF NO:GTET/HBS/19SU-1064/1-99, DTD: 23/10/2019

RTGS/CORE REF: - ,IFSC: ,ACNO:

Sirs,

Please supply the following material(s) in accordance with the terms and conditions of contract enclosed

SI No	Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Item Dis In %	Unit Rate After Disc.	Total In INR
Subcontract Items As Per Enclosure, 4 Item(s)						
TOTAL						131484.12
FOB Charges						0
DISCOUNT (AMT)						0
NET VALUE						INR 131,484.12

Rupees :One Lac Thirty-One Thousand Four Hundred Eighty-Four And One Two Paise Only

PRICES : Ex-Works Basis (Packing charges NIL)

TAXES : GST @12% Extra as Applicable.

PAYMENT : 100% payment after receipt and final acceptance of items at HAL, subject to submission of clear and admissible original Bills / Invoices by the supplier (Operations manufactured by the supplier / vendor as per HAL Purchase Order scope only).

For other Terms and Conditions of Payment please refer clause no:17

DELIVERY : Please Refer PO Terms and condition.

DESPATCH INSTRUCTION : Please Refer PO Terms and condition.

FINAL INSPECTION & ACCEPTANCE : At our works for quality / test by our Inspector Furnish Test Certificate wherever applicable.

[NOTE : NO PAYMENT EITHER DIRECT OR THROUGH BANK WILL BE MADE UNLESS TWO COPIES INVOICE RECEIVED BY THE SR. MANAGER(COMMERCIAL) IN ADVANCE]

Yours faithfully

For HINDUSTAN AERONAUTICS LIMITED.

SUKHOI ENGINE DIVISION - KORAPUT

CHIEF MANAGER (OS)

जे के पात्र/J. K. Patra

मुख्य प्रबंधक (ओएस)-सुइंग

Chief Manager (OS) - SED

Please expedite
Acceptance of the Order
at the earliest

Registered Office : 15/1, Cubbon Road, Bangalore-560001

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Purchase Order : HBS/ 19SBI-1115 - 99

Vendor : GRAM TARANG EMPLOYABILITY TRAINING SERVI Page No : 2

INDIA ,

Sl. No.	Supplier Part / Desc Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Itm Di In %	Unit Rate After Disc. / Tool Cost	Total In INR
1	104.04.22.058 NUT OPN.NO. 40005,40010,40020,40025,40030,40035,40037,40039,40040,42055,42060,42065.	67	705.82	0%	705.82 0.00	47,289.94
2	104.06.45.003 FLANGE OPN.NO. 40005,40010,42025,42030,42035,42040.	89	482.07	0%	482.07 0.00	42,904.23
3	104.07.12.041 NIPPLE OPN.NO. 40005,40010,40015,40020,40025,40030,40035,40040,40045,40050,40055,40060,40065,40070,40075,40080.	27	776.85	0%	776.85 0.00	20,974.95
4	96.26.01.059 FLANGE OPN.NO. 40005,40010,40015,40020,40025,40030,40035,40040,40045,40050.	25	812.60	0%	812.60 0.00	20,315.00

NET VALUE

INR 131,484.12

Terms and Conditions:**01.DELIVERY INSTRUCTION:**

The delivery is for Ex-Works basis.

First-off to be supplied within 16 weeks (excluding duration for intermediate operation at HAL) after receipt of raw material / all technical input from HAL, whichever is later.

The regular / bulk delivery of components by the Supplier shall be made from the date of acceptance of FAI batch/ date of receipt of raw material/date of receipt of all technical inputs whichever is later. Delivery to be made in staggered manner with 16 Engine Sets [Including the balance material of FAI batch (if any) is pending with the Supplier] in 12 months (excluding duration for special process / Intermediate operations at HAL, PDI and Transit Period) OR based on mutually agreed schedule between HAL & the Supplier, which is as applicable.

The delivery of additional quantities by the Supplier, over and above HAL's requirement of 16 Engine sets in 12 months, for which Raw material is already available with the Supplier / raw material supplied during the year to the Supplier shall be made in subsequent rolling years in staggered manner with 16 Engine Sets from the date of last supply of 16 Engine sets (excluding duration for special process / Intermediate operations at HAL, PDI and Transit Period).

When the raw material is supplied in partial quantity (less than 16 Engine sets) due to HAL production requirements and based on the availability of Raw material at HAL, the delivery schedule shall be 12 months from the date of receipt of raw material / date of receipt of all technical inputs whichever is later (excluding duration for special process / Intermediate operations at HAL, PDI and Transit Period).

CHIEF MANAGER (OS)

Registered Office : 15/1, Cubbon Road, Bangalore-560001

J. K. Patra
12/12/19
मुख्य प्रबंधक (ओएस)-सुइप्र
Chief Manager (OS) - SED



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INDIA ,

Sl. No.	Supplier Part / Desc Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Itm Di In %	Unit Rate After Disc. / Tool Cost	Total In INR
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Date of receipt of raw material at Suppliers place/premise will be taken as 02 weeks from the date of dispatch from HAL works. Transit period will be 02 + 02 weeks for travel of part to and from HAL respectively for each special process / Intermediate operations.

Extension of Time :

If an extension is desired by the Supplier, The Supplier shall apply for extension of time to HAL preferably 15 days prior to the date of delivery without prejudice to the rights of HAL, then HAL may grant extension of time for any cause which HAL may deem proper and decision of HAL in this respect to be final and binding.

2.DESPATCH INSTRUCTION:

To be handed over to HAL nominated courier for onward forwarding by road on freight to pay basis at courier's risk to The Manager (Store), Sukhoi Engine Division, Hindustan Aeronautics Ltd, Sunabeda-763002, Koraput, Odisha.

03. INSPECTION:

Pre-dispatch inspection at supplier's premises. Final Inspection at HAL's site.

04.PACKING/MARKING

To be securely packed and consignment to be marked to Officer-in-charge, Hindustan Aeronautics Limited, Sunabeda-Koraput.

05.LIQUIDATED DAMAGES.

The Supplier is liable to pay Liquidated Damages (hereafter referred to as LD) for any delayed delivery beyond the delivery schedule as defined at DELIVERY clause above.

The LD chargeable will be @ 0.5% per week of the value of part so delayed subject to maximum of 5% of total value of the part in the PO, in case the Supplier fails to supply the components as per delivery schedule as defined at DELIVERY clause above .

06.SUBMISSION OF BILL:Bills to be sent to SM (Outsourcing-SED) with a copy to Manager (Bills Payable).

07: CONDITIONS OF CONTRACT : Applicable & enclosed (Please refer the enclosed PO Terms & Conditions).

08. RAW MATERIAL:HAL (SED), Koraput will supply all the raw materials for the production of the parts. Raw materials will be supplied to Supplier in staggered quantities based on the production plan and availability of raw materials.

b. Raw material (bar stock / forging / casting / sheet etc.) required for machining into final part will be supplied by HAL in staggered manner. Only HAL supplied raw material to be used by Supplier for production of parts.

c. Raw material sent by HAL to the Supplier are to be stored in a separate enclosure at Suppliers place with proper identification tag. The Supplier is required to store the raw material and supply intermediate / finished parts melt no. / batch no. wise. Any mixing or Raw Material without identification tag witnessed by Audit Team / HAL Team shall be treated as rejection with recovery of cost of raw material from Supplier thereof.

d. Supplier shall ensure that aeronautical materials are tagged as bonded and stored separately to prevent any mix-up with commercial/ other materials at its premises. The tools, gauges etc used by Supplier shall be properly maintained & calibrated in accordance with quality standards. HAL supplied materials shall be accompanied with airworthiness conformance documents. Periodic audit of the quality & quantity of material stored at Supplier's premises shall be carried out by HAL.

e. Raw material for minimum 05 nos (Or as decided by HAL) shall be supplied by HAL to the Supplier for First Article Prove-out purpose. After prove-out of the parts, further raw material shall be supplied, in staggered manner based on HAL's requirements.

f. In case any inherent defects (like blow holes, cracks, etc) are noticed on the HAL supplied raw material while carrying out machining , it has to be informed by the Supplier to HAL.

No further operations should be carried out by the Supplier and the defects are to be preserved for physical reconfirmation by HAL. HAL shall compensate the Supplier to the extent of content interms of labour charges & tooling effort up to the stage of rejection based on quantum of work, Purchase order value and HAL estimated hours on the certification by HAL

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INDIA,

Sl. No.	Supplier Part / Desc Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Itm Di In %	Unit Rate After Disc. / Tool Cost	Total In INR
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inspector and accordingly payment shall be made to the supplier.

09.DAMAGE / LOSS TO HAL SUPPLIED MATERIAL:

a. The Supplier should maintain clear traceability and shall take due care of HAL supplied raw materials and other materials like tooling, etc at its works.

b. The Supplier shall indemnify HAL supplied raw materials and other materials like tooling, etc to its full value, in favour of HAL, in case of damage / loss / inability to return to HAL for reasons what-so-ever. However, in case of special tooling, normal wear and tear while in usage will not be considered as damage.

10.INSPECTION / QUALITY REQUIREMENTS:

a. Parts are to be inspected as per HAL Quality Plan.

b. First Article Inspection (FAI) and sample prove-out is a must before commencement of batch production. Supplier to intimate readiness for FAI. Also, before commencement of batch production, the Supplier should take written concurrence from HAL.

c. Inspection Record Sheet (IRS) indicating physical dimensions on the part and instruments / gauges used should be recorded and to be sent along with part while dispatching to HAL.

d. Pre-Dispatch Inspection (PDI) may be carried out at Suppliers works by HAL Inspector to facilitate snag rectification if any, before dispatch to HAL, although final inspection & acceptance of items could be on receipt at HAL premises. It is desirable that most of the inspection be carried out at Suppliers works with a view to expedite acceptance of goods at HAL and subsequent release of associated payment.

e. The intimation regarding readiness of components should be given by the Supplier seven days in advance in order to enable HAL to depute inspector to carry out the inspection. However, final inspection and acceptance will be at HAL. The inspection and acceptance report by HAL inspector will be final and binding on the Supplier.

f. During inspection of parts at Suppliers site, (in case) the instruments / gauges provided by the Supplier, that should be free of any charges.

g. Deputation of HAL authorized inspector by HAL shall be made with the good faith that parts indicated in PDI call by the Supplier are ready for inspection on Supplier's site.

h. On need basis HAL shall depute it's Operator / Inspector/ Executive to the Supplier's works for solving technical issues arising during manufacturing of the parts herein / for pre dispatch inspection at HAL's cost . However, any such decision for deputation shall be taken by HAL and the decision taken shall be binding on the Supplier.

11.ACCEPTANCE OF PART(S):

a. Final inspection and acceptance of the semi-finished / finished part will be carried out at HAL. HAL's decision will be final and binding on the Supplier. The Supplier has to furnish the quality certificate along with supplies.

b. Nicks / dents / scratch marks / damages, what-so-ever, will not be accepted by HAL and same is to be reworked by the Supplier.

c. Rework(s) attributable to the Supplier are to be carried out by the Supplier within 30 days of reporting of same by HAL.

d. If a part gets rejected during an intermediate operation at HAL, the Supplier shall be paid fully for the extent of work completed unless it is established that the rejection has occurred due to defective/poor workmanship of the supplier. The amount of work done is to be assessed by HAL in terms of percentage of work completion, based on quantum of work, Purchase Order value & HAL estimated hours and accordingly payment shall be made to the supplier.

12.REJECTION ALLOWANCE & RECOVERY:

a. The Supplier is required to take utmost care to avoid rejection of HAL supplied raw material.

b. Rejection of 01 No. of part during First Article Inspection / Prove-Out is permissible without any recovery from the Supplier .

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Handwritten signature and date 12/12/19 with other notes in purple ink.



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Vendor : GRAM TARANG EMPLOYABILITY TRAINING SERVI Page No : 5

INDIA ,

Sl. No.	Supplier Part / Desc Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Itm Di In %	Unit Rate After Disc. / Tool Cost	Total In INR
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Further rejection beyond 5% of the order quantity i.e (Excluding the 01 no.of rejection permissible during FAI / Prove-Out) is liable for recovery from the Supplier as per Raw-Material cost mentioned in the PO.

- c. Cost of raw material for rejection beyond 5% of the order quantity (Excluding the 01 no. of rejection permissible during FAI-Prove-Out) is liable for recovery from the Supplier. All rejected materials will be returned to HAL by the Supplier on F.O.R basis.
- d. Recovery of cost of rejected materials beyond 5% of the order quantity (Excluding the 01 no. of rejection permissible during FAI-Prove-Out), HAL shall intimate the Supplier the cost of rejection, and the Supplier will pay to HAL by crossed Demand Draft within 15 days, failing which, the recovery will be effected from Supplier's other pending bills or otherwise invoking Indemnity Bond / Bank Guarantee furnished by the Supplier. In such cases, no labour charges/conversion charges will be paid to the Supplier.
- e. Deduction, on account of operations not carried out by the Supplier as per PO and carried out by HAL shall be based on the total quantum of re-work involved, the Purchase Order Value and HAL estimated value.

13.TRANSPORTATION:

- a. The transportation cost (i.e. freight) including transit insurance for supply of Raw Materials from HAL-Sunabeda up to the Supplier's Premise is to be borne by HAL.
- b. HAL is not liable to issue any waybills for material movements as HAL authorised representatives are available at state border gates for clearance.
- c. In case of supply of items by HAL to Supplier's premise like :- Gauges/ Fixtures Templates and (if) any other items / tools, which is related to manufacturing of these components, the to & fro freight & insurance charges shall be borne by HAL, till completion of PO.
- d. In respect of semi finished components involving process or any other intermediate operations at HAL, the to and fro freight & insurance charges from Supplier's premise up to HAL-Korpaut are to be borne by HAL.
- e. In case of re-work of any component to be done by the Supplier and while sending of components to Supplier's premise for re-work and returning of the same after re-work from Supplier's place up to HAL Sunabeda, the freight & insurance charges incurred in this process shall be borne by the Supplier.

14.INSURANCE

From Ex-Works up to HAL-Sunabeda at HAL scope.

15.TOOLING: Tooling will be developed by the supplier for manufacturing of these components. However Inspection devices, Templates, Special gauges e.t.c. (If required in the technology) may be provided to the supplier by HAL on returnable basis based on the availability at HAL.

16.SCRAP :

a. The scrap generated during machining of HAL supplied Raw Material need not be returned. However, cost quotation by the Supplier against this enquiry will be understood to have been submitted after deduction of value of scrap estimated to be generated.

b. While selling of the scrap (By the supplier) generated from HAL raw materials during manufacturing of the components the applicable GST has to be paid as per Govt.Guidelines and proof of the same should be submitted / provided to HAL by the supplier.

17: PAYMENT TERMS:

a. Payment will be released by HAL through transfer to Supplier's Bank Account by ECS (i.e. NEFT/RTGS) within 30 days of time from the date of final acceptance of parts at HAL (supplied by the vendor / supplier) or receipt of original Bills and Invoices at HAL (from the supplier) whichever is latest.

b. In case of any clarification to be done from the supplier or from HAL, the same should be sought immediately before proceeding of Payment Procedure. Except in exceptional circumstances, these clarifications should be sought in one go only on immediate basis (From both the sides).

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12/12/19
के के पात्र/J. K. Patra
मुख्य प्रबंधक (ओएस)
Chief Manager (OS) - 581



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INDIA ,

Sl. No.	Supplier Part / Desc Part No/Nomenclature	Qty/ UnitDes	Unit Rate In INR	Itm Di In %	Unit Rate After Disc. / Tool Cost	Total In INR
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c. In case of any disagreement between HAL and the supplier on any portion of the Bills / Invoices or documents submitted by the supplier, such portion of Payment may be serered from the rest. Payment against agreed and admissible / accepted portion can be processed as per the laid down procedure and the disputed portion can be dealt as per contract provisions / PO terms viz. conciliation, dispute resolution, arbitration e.t.c.

d. In cases where 'Stop Order' is issued by HAL to the Supplier, owing to technical reasons like drawing change, process change, material change, defects noticed on HAL supplied Raw Material etc, after due loading of material and commencement of work by the Supplier, due compensation for the partial job work done by the Supplier through partial RR clearance to be considered. The amount of work done is to be assessed by HAL in terms of percentage of work completion, based on quantum of work, Purchase Order value & HAL estimated hours and accordingly payment shall be made to the supplier.

18 .SPECIAL NOTE (ASSISTANCE TO SUPPLIERS)

In view of high quality and accuracies inherent in Manufacturing of these Airborne Components, HAL may provide Technical Expertise/ support by sending HAL representative as and whenever required by the Supplier to the Supplier's works with respect to technologies for manufacturing of these components till execution of the PO.

19.SPECIAL NOTE (GST)

a. The components (Finished / Semi-Finished / Un machined) are to be supplied by the vendor to HAL within one year from the date of dispatch of Raw Material from HAL. In case the items are supplied (by the vendor) after one year from the date of dispatch of Raw Material, HAL will not re-imburse the applicable GST on the job work. Further, applicable GST on value of Raw Material will be recovered from the outstanding payment to the Vendor. In-case, finished components are not supplied (by the vendor) within one year from the date of dispatch of Raw Material, then the vendor / Supplier has to ensure that, HAL supplied Raw Material to be returned back to HAL within one year from the date of dispatch.

b. The supplier / vendor has to ensure the compliance of the relevant provisions (Govt. of India) such as GST Act and other provision (if any) as applicable during the course of execution of the contract. Failure or non-compliance of these relevant provisions by the vendor; no payment will be released by HAL.

20. All other terms and conditions are as per the enclosure and ANNEXURE-I of PO.

Item No	Unit	Material Cost(Rs.)	Total Material Cost(Rs)
1	12649.25	847499.75	
2	10301.98	916876.22	
3	4476.97	120878.19	
4	3440.41	86010.25	

Grand Total -----> 1971264.41

The above material will be supplied by HAL .

INDIA ,

12/12/18

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GENERAL TERMS AND CONDITIONS

ANNEXURE-I

1. ACKNOWLEDGEMENT OF ORDER:

In the event of non-receipt of any acknowledgement/ confirmation to HAL confirming their acceptance regarding Specification, Quantity, Price, Payment Terms and Delivery Schedule as indicated in the Purchase Order and also terms and conditions attached to the order by HAL within 3 days, it will be deemed that the PO is acceptable to the Supplier with terms and conditions therein.

2. PRICE:

The price should be firm and fixed till execution of the Purchase Order quantity and exclude subsequent claims or price increases of any kind.

3. TECHNOLOGICAL REQUIREMENTS:

a. Parts are to be machined / manufactured only as per the supplied Controlled Copy of the Technology, with updates from time to time. The Supplier may develop his detailed technology suiting his machine set-up without changing the sequence of special processes. However, such technology developed by Supplier shall have the approval of HAL.

b. All the machining operations (Mode of Execution) shall be strictly carried out by the supplier as laid down in the HAL provided Technological know-how, only by qualified technical personnel at Supplier's works.

c. Special processes like heat treatment, NDT checks, coatings, pickling, welding, hardness check, etc are in the scope of works of HAL. Parts are to be returned to HAL at the stage these special processes are required to be accomplished. For all such operations & for intermediate process operations at HAL, the to and fro freight & insurance charges shall be borne by HAL.

d. Parts are to be preserved between operations as per conditions laid down in technology. Non-preservation between operations may lead to rejections.

e. In case of Hardness check (if called for in the technology) the Supplier should arrange the same at NABL approved laboratory and the cost incurred for it by the Supplier, shall be reimbursed by HAL after producing/providing the proof copy/bill by the Supplier to HAL.

f. Any minor changes in the drawing or technology, if any will be intimated by HAL to the Supplier and same are to be carried out by the Supplier without any additional cost. The Supplier should also acknowledge immediately the receipt of any changes in drawing / technology by HAL-SED, Koraput.

g. The drawings and technology supplied by HAL to be returned back by the Supplier after completion of PO.

4. SUPPLY OF SPECIMEN:

a. Technology may indicate requirement of specimen along with semi-finished / finished parts for the purpose of evaluating / checking hardness during heat treatment / grain growth / internal metallurgy, etc. It is mandatory for Supplier to supply required quantity of specimen, with required machining accomplished, at the stage it is required to be supplied, strictly in compliance with technological norms, along with the supplied semi-finished / finished parts.

b. Supplier shall amortize the machining / supply cost of such specimen over the unit part price. No separate reimbursement / payment will be made by HAL against supply of such specimen.

12/12/19



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c. Non-compliance vis-à-vis supply of specimen by the Supplier shall authorize HAL to withhold inspection / acceptance of the part supplied and payments due to Supplier thereafter.

5. RIGHT TO ACCESS:

HAL, its customer (Indian Air Force) and HALs Regulatory Authorities like DGAQA, RCMA shall have the right to access, as and when desired by them, to all technical documents / technology at Suppliers works, facilities and areas of production of parts here in this PO placed.

6. PRESERVATION AND PACKING:

a. Before packing, parts are to be preserved as per procedure laid down in technology. Corrosion on part is strictly prohibited. Any rejection due to corrosion during transit will be to Suppliers account.

Finished / semi-finished parts before dispatch to HAL are to be packed with synthetic thermocol such that no two part come in direct contact with each other / packing box. Only for small parts like nuts, bolts, lock-washers, split pins, etc. it is permissible to pack with bubble packing.

c. Final packing of finished / semi-finished parts are to be done with wooden box / plastic boxes such that, it withstands drop load of 10g (minimum). Net Weight per box greater than 20 kg should be avoided.

d. Nicks / dents / damages, what-so-ever, on finished / semi-finished parts during transit is strictly prohibited. Any Nicks / dents / damages, what-so-ever, on finished / semi-finished parts are to be done good / reworked by Supplier.

7. QUANTITY TOLERANCE:

+/- 10% of the quantity indicated herein in this PO is permissible.

8. REQUIREMENT:

a. There exist long term requirement of the parts indicated in the PO. Based on requirements, HAL may amend the PO quantity of parts to higher number based on mutually agreed terms and conditions.

HAL may enter into Long Term Business Agreement (LTBA) after the successful execution of initial PO and establishing supplies as per terms and conditions mentioned in the PO, without resorting to fresh tendering.

b. If need arises due to major change in drawing / part becoming obsolete / internal decision, etc, HAL may withdraw / short-close the PO, without assigning any reason thereof, after sending partial raw material or without sending any raw material to the Supplier.

09. SECURITY OF RAW MATERIAL:

(BANK GUARANTEE, INDEMNITY BOND AND INSURANCE)

a. Bank Guarantee :

The Supplier shall furnish a general Bank Guarantee for an amount (Maximum Value of Rs 1,00,000) against the maximum value of Raw Material and Tooling supplied by HAL on yearly renewable basis.



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"Maximum value of materials held with Supplier
at any point of time during the year (in Rs)

Value of Bank
Guarantee (in Rs)"

Less than Rs 10,000	NIL
Rs 10,001 to Rs 100,000	Rs 10,000
Rs 1,00,001 to Rs 3,00,000	Rs 20,000
Rs 3,00,001 to Rs 10,00,000	Rs 30,000
Rs 10,00,001 to Rs 20,00,000	Rs 40,000
Rs 20,00,001 to Rs 50,00,000	Rs 75,000
Above Rs 50,00,000	Rs 1,00,000

b. Indemnity Bond :

To cover the value of Raw Materials / other items / Tooling to be supplied by HAL in excess of the Bank Guarantee, the Supplier shall provide / furnish an Indemnity Bond valid till completion of supplies plus 60 days. The value of the same (Raw materials / other items, Toolings) will be indicated in DRC (Despatch Route Card). The Indemnity Bond shall be in favour of HAL.

c. Insurance:

Comprehensive Insurance Policy covering potential risk to the HAL supplied material including fire, theft, damages/ loss of material etc., for an amount equal to the estimated cost of material, which should be valid till completion of supplies plus 60 days. Such Insurance Policy will be assigned to HAL.

d. Supplier shall furnish Bank Guarantee/ Indemnity bond etc after receipt of PO from HAL. Raw Material will be supplied after receipt of the said documents.

10. QUALITY AND WORKMANSHIP:

The Supplier shall ensure that the components supplied by them shall be of the highest quality and workmanship and as per the drawings, specification and Technology provided by HAL. Wherever orders are placed in accordance with particular specification/drawing requirement, it will be deemed to be an undertaking by the Supplier that they have fully acquainted themselves with various drawings/ specifications/standards thereof.

11. SUB-CONTRACTING / SUB-LETTING:

a. The Supplier shall not sub-contract / sub-let full or any portion thereof of the operations under the scope of this PO, for production of final part without prior written approval of HAL.

b. If Supplier is going to use the facilities from their sub-vendor, the details of such sub-vendors, their facilities and approval of facilities etc are to be submitted to HAL and prior approval for use of their facilities may be obtained from HAL, SED-Koraput. Any change in the facilities or change of manufacturing location of the sub-vendor to be notified to HAL, SED-Koraput.



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12. MATERIAL CHANGE IN INFORMATION:

- a. With submission of cost quote against this enquiry and PO placement thereafter the Supplier pledges to inform in writing any change in facilities / machines / assets added or deleted as declared therein at Vendor Registration Application Form of HAL within 30 days of such change.
- b. Non-compliance shall result in cancellation of all POs placed on the Supplier and vendor registration issued by HAL.

13. CONFIDENTIALITY AGREEMENT:

- a. Drawings/ process sheets for manufacture of parts under the scope of this enquiry/ PO shall be supplied by HAL. The documents issued to Supplier are strictly confidential. Supplier should keep them in safe custody. The information contained in the documents should not be divulged to any other person(s) by Supplier or copied. Supplier is solely responsible to prevent any possible pilferage of these documents.
Any violation by Supplier of these instructions will make Supplier liable for penal action under section 3 and 5 of the Official Secrets Act, 1923.
- b. Any technology / technological documentation supplied by HAL or any technology / technological documentation prepared by the Supplier for production of parts under the scope of this PO shall be treated as HIGHLY CONFIDENTIAL.
- c. All IPR (Intellectual Property Rights) for the out-sourced work to be performed by the Supplier for HAL shall remain solely with HAL. Accordingly, any product/ process developed by the Supplier for HAL under the out-sourcing order shall be exclusively supplied/ used for HALs benefit and shall under no circumstance be sold or marketed directly or indirectly to any other customer or third party without explicit authorization of HAL.

14. WARRANTY:

- a. The items supplied shall be free from any defects/workmanship and shall be guaranteed for Quality/satisfactory performance for a period of 12 months from date of acceptance. Any defect because of faulty material (if not supplied by HAL)/workmanship noticed during the guarantee period shall be rectified by the Supplier free of cost. In case, where full checking is initially not possible and the final inspection will be done at the time of actual production, the defects if any noticed at that time will be reported by Outsourcing Dept. immediately to the Supplier. In case Supplier fails to rectify within 30 days from date of notification, the cost of raw materials and other charges paid to the Supplier will be recovered from pending bills/ Bank Guarantee of the Supplier.
- b. For parts where dimensions like fit conditions, etc could not be checked at HAL during final inspection / acceptance, any defect during subsequent assembly, what-so-ever attributable to the Supplier, during the validity of Warranty, Bank Guarantee shall be rectified / reworked by the Supplier, at the cost of Supplier.

15 RETENTION OF RECORDS:

The Suppliers are required to retain the following documents for a period of minimum 15 years after completion of PO.

- A) Enquiries/ RFQ
B) Purchase Orders / Purchase Order Amendments
C) First Article Report
D) Dimensional Inspection Report along with PDI call (E) Traceability Records

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- E) Traceability Records
- F) Calibration Records of Measuring Instruments, Gauges, Test Rig etc.
- G) Change in configuration of product.
- H) Snags
- I) Corrective, preventive action reports
- J) Route card of Suppliers
- K) Material gate pass
- L) Delivery Challan

The Supplier also pledges to supply to HAL or HAL authorized agency such Inspection Record Sheet, on demand, within the above stipulated time period.

16. PARALLEL AGREEMENT / CONTRACT:

Nothing in this PO shall precludes HAL from entering into any agreement / contract, now or at any later date, with any other organization / firm / company / Supplier for manufacture (partially or fully) / supply of parts indicated herein in this PO.

17. ARBITRATION:

a. All or any dispute(s) arising out of or in connection with this PO shall be settled directly between the Supplier and HAL (both together shall hereafter be referred as parties and individually party) through negotiation. Either party may request for such negotiation by written notice to the opposite party.

b. Should it be impossible for negotiated settlement between the parties, either of the party may refer such dispute to arbitration through written Arbitration Notice on the other party.

The arbitration shall be conducted by sole arbitrator to be appointed by The General Manager, Hindustan Aeronautics Limited, Sukhoi Engine Division Koraput. The so-appointed arbitrator shall be acceptable and binding on both the parties.

d. The arbitration proceeding shall be conducted in accordance with provisions of Arbitration and Conciliation Act, 1996 of The Republic of India with its amendments from time to time.

e. The venue of the arbitration shall be Sunabeda, Dist: Koraput, Odisha or any other venue selected by the arbitrator at the arbitrators discretion.

f. Decision of the arbitrator shall be final and binding on both the parties.

18. JURISDICTION:

Notwithstanding anything contained in any document pertaining to this PO, the Honable Court of Law at Koraput / Jeypore, Odisha shall have jurisdiction to try any / all dispute(s) arising out of or in connection with this enquiry / PO thereafter.



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19. STOP ORDERS:

a. In the event of drawing change, process change, material change etc., thereby necessitating change in scope of work, after placement of order on the Supplier by HAL, the Outsourcing Department shall immediately release Stop Order on the Supplier.

b. If the Supplier to be paid for the partial execution of work, the amount of work done is to be assessed by HAL in terms of percentage of work completion. Based on quantum of work, Purchase Order value & HAL estimated hours and accordingly payment shall be made to the Supplier.

20. TERMINATION OF CONTRACT:

a. In the event of HAL not being satisfied with the performance of the Supplier (During FAI batch supply or Bulk/ Regular batch supply) in terms of quality of machining or care of HAL supplied material, Delivery, storage of HAL raw material, other statutory norms / guidelines issued by HAL from time to time, adverse remarks during audit and / or indulgence of Supplier in criminal cases / malpractice / fraud / cheating / trying to offer bribe to HAL personnel / any other criminal intimidation, HAL shall be entitled and within its rights to terminate the Purchase Order / Contracts against this enquiry.

b. The PO can be terminated by HAL with issue of Termination Notice from HAL to the Supplier giving 30 days' notice period. The Termination Notice by HAL shall be sent to the Supplier by Registered Post / Courier.

The Supplier needs to immediately return back all the HAL supplied raw materials, tooling, jigs & fixtures (if any) etc to HAL-Koraput. The transportation & insurance cost from Supplier's premise up to HAL Koraput is to be borne by HAL.

c. In the event of termination of any PO, HAL shall not be liable to pay any compensation / cost what-so-ever to the Supplier.



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GOODS AND SERVICE TAX (GST)

It is mandatory for bidders to obtain their GST Registration Number.

All the bidders are instructed to provide GST Registration number and HSN code of item under the RFQ / enquiry. These details shall be furnished in "Price Bid" as per the format, while participating in the tender / enquiry.

In case, any bidder does not mention clearly (applicable GST details) in its offer / "Price Bid", it shall be understood and considered that vendor's offered price is inclusive of GST as applicable and the lowest bidder status shall be evaluated accordingly.

Any additional Taxes / duties / levies imposed (by Govt. of India) subsequent to order will be payable to the supplier at actual; subject to submission of necessary proof only.

The components (Finished / Semi-Finished / Un machined) are to be supplied by the vendor to HAL within one year from the date of dispatch of Raw Material from HAL. In case the items are supplied (by the vendor) after one year from the date of dispatch of Raw Material, HAL will not re-imburse the applicable GST on the job work. Further, applicable GST on value of Raw Material will be recovered from the outstanding payment to the Vendor. In-case, finished components are not supplied (by the vendor) within one year from the date of dispatch of Raw Material, then the vendor / Supplier has to ensure that, HAL supplied Raw Material to be returned back to HAL within one year from the date of dispatch.

A. Registration. HSN / SAC Code & GST Rate:

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered / accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax / State Tax / Integrated Tax / Union Territory tax to be quoted as per GST Law.
4. Bidders to ensure correct applicability of Central Tax / State Tax / Integrated Tax / Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both
5. Bidder shall mention the SAC Code / HSN Code for goods and services in accordance with GST law in their Bid and subsequently in their tax invoice. HAL, Koraput Division shall not be responsible for any error in SAC Code / HSN Code for goods and / or services specified by supplier/contractor.

B. Invoicing & Payment: -

1. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

- a. HAL, Korpaut Division GST registration number as 21AAACH3641R1ZJ
- b. HSN Code or Service Accounting Code for supply of goods or services.
- c. Name & address of supplier / Vendor / Contractors
- d. GSTIN of Supplier / vendors / Contractors
- e. Consecutive Serial Number & date of issue
- f. Description of goods or services
- f. Total value of supply
- g. Taxable value of supply
- h. Tax Rate - Central Tax & State Tax or Integrated Tax, Cess
- i. Amount of Tax charged
- k. Place of supply
- l. Address of delivery if different from place of supply

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2. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -

- i. Uploading the (invoices raised on HAL, Koraput Division) onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.
- iii. Submission of Tax Invoice to HAL, Koraput Division.
- iv. Submission of proof of payment of GST to HAL, Koraput Division.
- v. Receipt of goods / services by HAL Koraput Division.
- vi. Availment of Input Tax Credit by HAL, Koraput Division.

C. Input Tax Credit: -

1. In case GST credit is delayed / denied to HAL, Koraput Division, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to HAL, Koraput Division. GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable on HAL, Koraput Division, as the case may be.
2. In case vendor delays declaring such invoice in his return and GST credit availed by HAL, Koraput Division is denied or reversed subsequently as per GST law, GST amount paid by HAL, Koraput Division towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on HAL, Koraput Division.
3. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then HAL, Koraput Division will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
4. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

D. Penalty for Non-compliance of GST Act: -

1. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

E. Anti-profiteering Measure: -

1. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Bidders have to submit declaration in their bid that they have complied with 'Anti- profiteering clause' under GST law.

The bidder's quoted rates / price should be after considering the Input Credit under GST law at their end, since GST on output (GST amount charged in Invoice) will be paid by HAL.

F. Other Provision :-

1. In case any Changes in taxes and duties as per Gov. Notification (including GST) the same shall be applicable from time to time.