

**HINDUSTAN AERONAUTICS LIMITED  
AIRCRAFT DIVISION  
BANGALORE COMPLEX**

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POST BAG NO. 1788  
VIMANAPURA POST  
BANGALORE – 560 017  
INDIA

**REF NO:- A/BA4/1421-5774/1**

**DATE :- 28-11-2012.**

Please upload your quotation along with relevant information for the following item in the E-procurement portal of HAL ([eproc.hal-india.com](http://eproc.hal-india.com)) :

SL NO	DESCRIPTION	QTY
01	Portable X-ray Unit (Technical Specification enclosed)	01 No.

Any queries or correspondences other than quotation should be sent to our email-id [sm\\_pur\\_ac@hal-india.com](mailto:sm_pur_ac@hal-india.com).

You are requested to quote in two bid system (Technical Bid & Price Bid).

Technical bid should contain only the compliance matrices to HAL's technical specifications (placed at Annexure-B1 and B2), scanned image/pdf of Demand Draft for Earnest Money Deposit, catalogues/ brochures of the product and any relevant product information other than the pricing. Any additional relevant information to be uploaded separately and should be available during Technical Bid opening. **Technical Bid which includes pricing will summarily be rejected.**

Price/Commercial Bid should include the duly filled price schedule format attached at Annexure –A and other commercial terms and conditions. Any additional information which involves pricing like break-up, pricing for spares etc. may be provided in the additional Worksheet attached at Annexure-A1.

Bid must be submitted online through HAL's "e-Procurement system" at <https://eproc.hal-india.com>. Bidder shall submit both "Technical Bid" and "Price Bid" through HAL's e-Procurement Portal only. Bids submitted in any other form, such as courier/ post/ in-person/ fax/ telegram/ telex, shall not be accepted against this Tender.

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

Instructions for submission of Bids at HAL's e-procurement portal (<https://eproc.hal-india.com>) is also enclosed.

**Tender Schedule:-**

SI No.	Activity	Date	Time
1	Tender closing (Last date for submission of bids)	17-Dec-12	23.55 hrs
2	Tender opening dates		
	a) Technical Opening	18-Dec-12	08.00 hrs
	b) Commercial/ Cost bid opening	Will be intimated later to the technically qualified bidders.	

The Commercial Bids of only those firms, whose technical bids are found to be technically acceptable, will be opened.

**Conditions:-**

1. PRICE: Price quoted should be on F.O.R. HAL basis, for delivery at our stores inclusive of all charges including transit insurance. Price schedule is attached at Annexure-A. Any break-up and further price details to be indicated at format attached at Annexure-A1.
2. Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of HAL and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions.
3. When counter terms and conditions of business have been offered by a tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.
4. No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by HAL, if put forward in subsequent correspondence, after acceptance of the orders etc.
5. Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 90 days from the closing date of enquiry and the material offered should be kept under provisional reservation for this quotation.
6. DELIVERY: All supplies should be effected within 4 – 6 weeks from the date of our confirmed P.O. However, we request you to quote earliest possible delivery.
7. PAYMENT TERMS :- 80% of the order value will be released within 30 days from the date of supply of the item at HAL, Aircraft Division, Bangalore. Balance 20% of the order value will be released within 30 days after successful installation and on receipt of Performance Bank Guarantee valid for the warranty period plus one month.  
All the payments shall be released through RTGS / CORE / NEFT.
8. All statutory levies as applicable in India at the time of supply will be borne by HAL.
9. Installation and Commissioning :- Supplier has to install and demonstrate the system at HAL free of cost.
10. SAFETY CODE TO WORKMEN DURING INSTALLATION / COMMISSIONING :-  
You are requested to ensure all safety precaution of your personnel while installation / commissioning of equipment to prevent any accident. In case of any accident, HAL shall not be responsible for loss caused to your personnel and property. Also the contractor shall at his own expense cover up and protect from any cause for the protection of the work & materials belongs to HAL. Any damage caused must be made good by the contractor at his own expense.

11. HAL is not bound to accept the lowest or any quotations and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and you must supply the same at the rate quoted.
12. DELIVERY CONSEQUENCES OF BREACH: The time for and the date of delivery of the stores stipulated in the purchase order shall be deemed to be the essence of the contract, and delivery must be completed on or by the dates mentioned in the purchase order or the tender. Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, HAL shall be entitled at their option:
- a) To recover from the contractor as agreed liquidated damages, and not by way of penalty, a sum of 0.5 % per week of the price of any stores which the contractor has failed to deliver as aforesaid, for each week or part thereof during which the delivery or such stores may be in arrears subject to a maximum of 5.00 % of the price of the stores in default.
- Or
- b) To purchase elsewhere, without notice to the contractor on the account and at the risk of the contractor, the stores not delivered or others of a similar description (where other exactly complying with the particulars are not available), HAL's decision in this respect will be final,
- Or
- c) To terminate the contract.
13. In the event of action being taken under para a & b, the contractor shall be liable for any loss which HAL may sustain on the account but the contractor shall not be entitled to any gain on repurchases made against default.
14. WARRANTY: Items should be warranted for minimum one year from the date of installation / 500 operating hours. Proving of the equipment and demonstration shall be done by the supplier at HAL, Aircraft Division.
15. Performance Bank Guarantee: Performance Bank Guarantee should be given for 10% of the order value from a nationalized / reputed bank and valid for the period of warranty plus 01 month.
16. Quotation should be free from corrections and over - writing.
17. Please send your REGRET REPLY, in case the subject item is not covered in your range of products
18. FALL CLAUSE: The price quoted should be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any persons/organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India /State Govt. as the case may be during the period till the completion of the performance of the order placed and during currency of the order.
- If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Hindustan Aeronautics Limited and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.
19. IMMUNITY TO GOVERNMENT OF INDIA: It is understood and agreed that the government of India is not a party to this 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 on its own behalf under the applicable laws of India and General Principles Contract Law. The vendor 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 contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government Of India arising out of this contract, not to sue the government of India as to any manner, claim, cause of action or any thing whatsoever arising out of or under this agreement.

20. FORCE MAJEURE : Contractor shall not be liable in any way whatsoever for failure to fulfill its obligations as a result of force majeure :  
Force Majeure shall be defined as any event that prevents total or partial execution of the contract and that cannot be overcome despite reasonable efforts on the part of the contractor or its suppliers or subcontractors. Force majeure shall include, but shall not be limited to the following events :

- \* Acts of God
- \* Fires and explosions
- \* Acts of war, sabotage, embargoes
- \* Insurrection, riots, breach of peace

21. ARBITRATION: All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

22. INVOLVEMENT OF ANY AGENTS AND MIDDLEMEN: No involvement of Agents or Middlemen in India or abroad in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant contract. Vendors should specifically indicate if any of their office or contact exists in India or abroad providing the details and extent of the activities handled and provide the details of the employees, address of the office/location, phone and fax numbers. Offers and all correspondence/communications should be addressed directly to HAL. No agency commission in any form is payable to any Agent/Middlemen or any third party in India or abroad. Anything contribute to the above is noticed or made known to HAL, HAL has right to disqualify the offer or cancel the contract, forfeit all payments and take actions as deemed fit.

23. JURISDICTION: The court at Bangalore only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of the contract in the event of placement of the order.

**Special Notes :**

1. The vendor should clearly categorize the standard features as well as optional features of the item.
2. The quotation should be comprehensive against specification. Deviations if any, should be clearly highlighted with necessary clarification.
3. Where numerical values are required to be quoted, the comments like "YES, AGREED, WILL BE GIVEN AT THE TIME OF SUPPLY, CONFIRMED, WILL BE CONFIRMED" are not acceptable.

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### Specifications for Portable X-Ray Equipment

Sl .No.	Description	
1.	Purpose	To take X-Ray of welded joints & castings
2.	Machine Voltage Capacity	160 KV
3.	Operating Range	50 -150 KV
4.	Current (mA)	4 TO 10 mA
5.	Focal Spot	DUAL FOCUS : 0.4 mm x 0.4 mm (FINE) as per EN 12 543 1.0 mm x 1.0 mm (COARSE) as per EN 12 543 BERYLIUM (Be) WINDOW.
6.	Emergent Direction Beam Angle	35° (MIN)
7.	Spares (standard)	Required for at least two years(like: Fuses, Filters, Electronic components)
8.	Stand	Facility to hold tube and rotate in various angles up to 360 degrees.
9.	Tube Ring	O or D Shape
10.	Focal Spot	In centre of the tube.
11.	Cooling	Oil cooled only
12.	Service Kit	For tube & control panel.
13.	Connecting Diaphragm Device	Laser Type.
14.	Optional Spares	1. Digital Densitometer. 2. Density Strip (standard). 3. Square or Rounded Aluminum / Copper Filters to place near windows.
15	Other Details:	1. Supply Voltage to Equipment will be 220 VOLTS $\pm$ 10 % & 50 HZ. 2.2 KVA. through power connecting cable 10m long. 2. Stabilizer to maintain constant voltage.
16	Installation	To be carried out by vendor at HAL site
17	Warranty	Min. one year from the date of installation / 500 operating hours.
18	Model	Model no. to be clearly specified. Catalogue of the offered model should be enclosed.

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

1. The Tender (bids) should be submitted through e-Procurement Portal of Hindustan Aeronautics Limited (<https://eproc.hal-india.com> or link to e-Procurement portal through [www.hal-india.com](http://www.hal-india.com)). Contractors need to get registered with HAL e-Procurement portal to submit their bids online. Bidders should have Class III Digital Signature Certificate (DSC) and should also register with HAL's e-procurement Portal, for submission of Bids.

2. Class III Digital Signature Certificate (DSC) with organization name is a mandatory requirement for suppliers to participate in e-Procurement activities. Class III DSC may be obtained from any of the Certifying Authority(CA's) mentioned below (Visit- <http://cca.gov.in> for further details):

- i) M/s TCS, ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in))
- ii) M/s e-Mudra, ([www.e-Mudhra.com](http://www.e-Mudhra.com))
- iii) M/s (n) Code solutions, ([www.ncodesolutions.com](http://www.ncodesolutions.com))
- iv) M/s Safescrypt(Sify) ([www.safescrypt.com](http://www.safescrypt.com))

Suppliers/ Contractors have to obtain Class III DSC from any of the above CA's and then register in the HAL e-Procurement portal for participation in e-tender. In case any assistance is required, Contractors may contact our e-procurement service provider at the following

e-mail ID's and phone no.:

[dsc@antaessystems.com](mailto:dsc@antaessystems.com)

[dscdigitakey@gmail.com](mailto:dscdigitakey@gmail.com)

Ph: + 91 80 40482000

Contact Persons:

Mrs. Hema - + 91 80 40482000 ext 113

For e-Tender related queries & difficulty in document uploading, you may contact at the following e-mail id /Phone Nos. [ephelpdesk@hal-india.com](mailto:ephelpdesk@hal-india.com) / Ph. Nos. - +91 80 25667000/25667001/66561032

Alternatively, you may also contact:

Deputy Manager (Purchase)

Tel: +91-80- 22321585 / 22322247

e-mail: [sm\\_pur\\_ac@hal-india.com](mailto:sm_pur_ac@hal-india.com)

3. Bidders are also requested to go through instructions/ user manual hosted in HAL e-procurement portal for submission of bids.

4. The bids should be submitted in TWO BID System [Techno-Commercial (Un-priced) bid and Price Bid] as per the instructions given at RFQ document.

(Note: Each document size (attachment size of document) for uploading in e-procurement portal is restricted to 5MB. If the size of the document is more than 5 MB, you are requested to Zip /split the file size and submit as applicable.)

5. Offer submitted through e-procurement portal will only be considered.

6. Submission of Tender Document Fee & EMD (Earnest Money Deposit), if applicable: Strictly as per the instructions given in RFQ document.

7. The tender (bids) should be submitted online at website <https://eproc.hal-india.com> only on or before the due date and time specified in the tender. The server date and time as appearing on the HAL e-Procurement portal (<https://eproc.hal-india.com>) will only be considered for the cut-off date and time for receipt of tenders.

8. HAL will not be responsible for the cost incurred in preparation & submission of bids including the cost towards obtaining digital certificate.

9. Bidders shall be required to arrange all resources including Digital Signature Certificate (DSC) and Internet connections at their own cost for participating in online tenders at <https://eproc.hal-india.com>. HAL shall not be responsible for any delays whatsoever in receiving as well submitting offer (online), including connectivity issues.

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