

Annexure-1**COMPILANCE MATRIX**
(TECHNICAL BID)

Sl.	Description	Compliance (Yes/No)	Remarks
Organization Standing			
1	The firm agrees to provide Certificate of Registration.		
2	The firm agrees to provide Memorandum of Association and Articles of Association		
3	The firm agrees to provide Audited balance sheets for last three years		
4	The firm agrees to provide Financial statements/annual report of the company as well as parents' company submitted to Registrar of Companies preferably for last three years.		
Experience (in years) of Firm /Lead Staff in Aviation Domain			
5	The firm agrees to provide Relevant Experience documents/ Certificates.		
Experience (in years) of Firm /team leader in project management / product support/ marketing of Do- 228 aircraft			
6	The firm agrees to provide Relevant Experience documents/ Certificates.		
Compliance of Scope of Work			
7	The firm agrees that it will Promote sales and build up market for: a. Commuter/Utility/ VIP Version/ Ambulance/ Amphibian versions/ Maritime Reconnaissance Version of Do-228 / Hindustan-228 aircraft. b. Spares for aircraft mentioned at a) above.		

Sl.	Description	Compliance (Yes/No)	Remarks
	<ul style="list-style-type: none"> c. Repair, Overhaul and Servicing of Military and Civil Do 228 / Hindustan 228 aircraft. d. Avionics upgrade, Mid-life upgrade and installation of Glass cockpit on Military and Civil Do 228 / Hindustan 228 aircraft. e. Training of Technical personnel for Military and Civil Do 228 / Hindustan 228 aircraft. 		
8	The firm agrees that it will share the marketing plans and procedures with respect to point no. 7 above.		
9	<p>The firm agrees that it will provide following information to HAL as & when sought:</p> <ul style="list-style-type: none"> a. The current market scenario b. Market Demand Forecast / Requirement c. Competition & Market levels d. Local information relevant thereto e. Technical specification requirements of Customers f. Local laws, ordinances, regulations, applicable rules, taxes and procedures g. Documentation issued by the Customers, Government, Ministries, Consultants and other bodies relating thereto. h. Any other information relating to the matters related/ connected with the resultant Consultancy Agreement. 		
10	The firm agrees that it will not buy, sell or negotiate for the sale of similar Products or take Consultancy or otherwise assist in the sale of similar Products of any other manufacturers.		

Sl.	Description	Compliance (Yes/No)	Remarks
11	The firm agrees that it will 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.		
12	The firm agrees that it will adopt fair practice and take full responsibility for all things done and all representations and warranties made which are not expressly authorized by HAL in writing and to indemnify and keep harmless HAL from any loss, claim, demand or action taken by anyone, directly or indirectly, in consequence thereof.		
13	The firm agrees that it will 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.		
14	The firm agrees that it will 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 Consultants of HAL.		
15	The Foreign Marketing Consultant firm shall submit written report to HAL on the activities undertaken under the Agreement and the sales occurred.		
16	The firm agrees that it will assist the visiting HAL delegations in regard to discussions and negotiations with the authorities and for arranging presentations and demonstrations.		
17	The firm agrees that it will depute, at their own cost, representatives to India to attend Marketing Consultants' Conference / review meeting which may be convened by HAL as and when required. Alternatively, Foreign Marketing Consultant or representative can join through electronics means.		

Sl.	Description	Compliance (Yes/No)	Remarks
18	The firm agrees that it will utilize only such technical information as provided or approved by HAL in making representations concerning the Products to prospective purchasers.		
Other terms and Conditions			
19	The firm agrees that the currency of payment shall generally be the USD, unless specifically mentioned by HAL.		
20	The firm agrees that the remuneration shall be inclusive of all incidentals and expenses incurred by the Marketing Consultant. All taxes outside India relating to Consultancy remuneration shall be borne by the Foreign Marketing Consultant only. No other cost/ re-imbursement shall be payable to the Foreign Marketing Consultant other than the mutually agreed remuneration.		
21	<p>The Foreign Marketing consultant firm will produce the following evidentiary documents for processing of the remuneration amount.</p> <ol style="list-style-type: none"> At least three joint meetings (Virtual/Physical) bi-monthly* with prospective customers. Detail aide-memoir/ MoM needs to be prepared and submitted by firm. At least one physical visit bi-monthly to prospective customer / visit to customer base with engagement of HAL team (virtual/physical). Detail visit report needs to be prepared and submitted by firm. At least one Letter of Intent (LoI) bi-monthly, from fourth month onwards, from a scheduled operator/ non-scheduled operator / reputed business firm. Bi-monthly report on the business development activities comprising of following: 		

Sl.	Description	Compliance (Yes/No)	Remarks
	<ul style="list-style-type: none"> i. Market intelligence: Market forecast, new leads identified, Credentials of prospective customers, Prospective Market for Upgrades/ Modifications etc. ii. Marketing strategy to convert leads. iii. Recommendations on Product, Price, promotions, etc. iv. Plan of marketing in next two month. (* bi-monthly : in period of two months)		
22	Firm agrees that the payments will be made bi-monthly after successful completion of task mentioned at point no. 21 and certified by Officer in Charge, designated by HAL		
23	Firm agrees that either party may, at any time, terminate the Agreement by giving thirty (30) days written notice to the other. It shall not be necessary to assign cause for such termination.		
24	Firm agrees that upon expiration of the Consultancy Agreement, the obligation of the parties shall cease.		
25	Firm agrees that pending payment pertaining to the completed consultancy period will be paid, even after expiration of consultancy agreement.		
26	Firm agrees that the payment shall be made only through Electronic Fund Transfer mode.		
27	Firm agrees that upon either expiration or termination of the Agreement, it 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 Foreign Marketing Consultant may have acquired by virtue of the Agreement or otherwise in any samples, patterns or other proprietary interest, now or hereinafter owned or used by HAL.		

Sl.	Description	Compliance (Yes/No)	Remarks
28	Firm agrees that the Agreement and any rights, benefits or obligations shall not be transferred or assigned to or encumbered in any manner without the prior written consent of HAL.		
29	Firm agrees that agreement shall be governed in all aspects in accordance with the Laws of India. The jurisdiction of the courts shall be Kanpur, India.		
30	<p>Firm agrees that any dispute or difference whatsoever arising between the parties out of or relating to the execution of the agreement is not resolved within two months from the date of scheduled mandatory meeting, 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.</p> <p>The seat of arbitration shall be Kanpur, India. The proceedings shall be conducted in English Language.</p>		
31	Firm agrees rights granted hereunder are on "non-exclusive" basis and they do not preclude HAL from appointing any other Foreign Marketing Consultant in the same territory if the need for the same arises.		
32	Firm agrees that the agreement shall not apply to the products and services, which are directly dealt with or negotiated at Government level.		
33	Firm agrees for acceptance of Force majeure clause as per RFP.		
34	Firm agree that under no circumstances it shall indulge in any unfair or corrupt practices while dealing with HAL and prospective buyers.		
35	Firm agrees for acceptance of Exit clause as per RFP.		
36	Firm agrees 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. Also, its warrants that the all necessary permissions, licenses,		

Sl.	Description	Compliance (Yes/No)	Remarks
	documents etc. to carry out activities as envisaged under the Agreement is held with the firm for all locations.		
37	Firm agrees that the 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.		
38	Firm agrees to the immunity to Government of India clause as per the RFP.		
39	Firm agrees that any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Firm or any one on his or their behalf to any employee, servant, representative or Consultant 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 Firm may incur, subject the Firm 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.		