

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

कार्पोरेट संचार
Corporate Communication



No.CC/Mod/01/2022-23
01.10.2022

Dear Sir/Ma'am,

Sub: Tender for supply of scaled down 3D models of

- a) Lithium Ion batteries
- b) Super Rapid Gun Mount (SRGM)

BHEL, India's largest engineering and manufacturing enterprise, has established itself as a leading international company in the field of power.

BHEL invites competitive bids for "developing and fabrication of scaled down 3D models of the following products as per Scope of Work at Annexure – II:

- a) Lithium Ion Batteries
- b) Super Rapid Gun Mount (SRGM)

Your offer should be submitted by hand in a sealed envelope with the following attachments:

1. Annexure – I, II, III, V, VI, VII, VIII, IX duly stamped and signed on each page as a token of acceptance
2. Price Bid in the prescribed format as per Annexure – IV of 'Price Performa', Changes in Price Performa are not allowed

Your complete offer, as per details given above should be handed over to the following officials on or before 12 PM on 03.10.2022 (Monday) by hand/courier:

- Ms. Vaishali Wadhwa- Dy. Manager (CC)

Tel: 011-66337368, Email: vaishali@bhel.in

The bid shall be opened as and when received at the above mentioned address.

Thanking you,

The following enclosures form an integral part of this tender:

1. Specifications/ Scope of Work: Annexure – I
2. Terms and Conditions: Annexure – II
3. General Terms and Conditions: Annexure – III
4. Price Performa: Annexure – IV
5. No Deviation Certificate: Annexure – V

Tender for development & supply of 3D models

Vaishali

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- | | |
|-----------------------------|-----------------|
| 6. Declaration Certificate: | Annexure – VI |
| 7. Submission of Offer: | Annexure – VII |
| 8. Checklist: | Annexure – VIII |
| 9. NEFT Format: | Annexure – IX |

Encl.: as above

Yours faithfully,

(Vaishali Wadhwa)
Dy. Manager (Corp. Comm.)

SPECIFICATIONS/ SCOPE OF WORK

Supply of scaled down 3D models of

1) Lithium Ion batteries 2) Super Rapid Gun Mount, on turnkey basis.

Specifications:

1. Lithium Ion batteries- The Lithium Ion batteries should depict the modules and the related interconnections of the cells along with the outer design contour battery. The model should be as close to the actual product as possible including the colour scheme.
2. Super Rapid Gun Mount- The models shall depict the critical features of the Naval gun including its multi feeding system and digital console along with the barrel. The model should be as close to the actual product as possible including the colour scheme.

Detailing and Scope of work:

- a. One wooden base table with collapsible legs is to be provided for positioning the same. Also, packing of the model to be done in a clear transparent cover in acrylic.
 - b. Name plates of the model & legend plates, as required
 - c. Dustproof cover of 5mm acrylic
 - d. Materials: Acrylic (Plexiglas), PVC, Fibre reinforced polymers adhesives, spray paint with primer and paints, structure on water resistant ply, laminated MDF, Name plates, model legend plates with dustproof cover of 5mm acrylic.
 - e. BHEL representatives will be coming to inspect the model under fabrication/ nearing completion in two stages to be pre- identified (limiting to maximum of 2 stages) for according clearance post initial detailed discussions at the time of start of the project.
 - f. Model will be on wooden base landscaping/ pedestal without any cover/top. Name plates, model legend plates with dustproof cover of 5mm acrylic.
3. Color scheme to be finalized in details with BHEL.
 4. All parts/ components to be finished in international quality standards and handwork limited to only where there is no option & be limited to minimum.
 5. Delivery of model post approval of model in your workshop by BHEL as intimated by BHEL.



6. Production details, workmanship, paint & finish to be of international class.
7. Materials selection & production of individual components from best-in-class materials suitable for model

Vaishali



SPECIAL TERMS & CONDITIONS

1.0 SUBMISSION OF OFFER

1.1 Your offer should be complete in all respects.

1.2 Price quoted should be firm and net.

2.0 PRICE

2.1 All prices quoted should be all inclusive, but except GST, if applicable, which should be indicated separately in the column provided in the Price Performa enclosed as Annexure-IV.

2.2 If in the price structure quoted for the items, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

2.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to **Sl. No. 2.3 and 2.4** above.

2.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
Price to be filled-in as per the Price Performa enclosed as **Annexure-IV**. Change in Performa is not allowed.

Offers not fulfilling any of the above conditions are liable for rejection.

3.0 PRICE EVALUATION

3.1 Prices to be submitted in a separate sealed cover in the enclosed Price Performa (Annexure - IV)

3.2 The award of work shall be based on the Total Amount quoted against Sl. No. 4 in the Price Performa (Annexure – IV) i.e. Total Amount all-inclusive but excluding GST.

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**4.0 QUALITY**

4.1 Each & every item and service to conform to International Standards of Quality or else liable for rejection at no costs thereon.

5.0 PENALTY – QUALITY

5.1 If the final product does not match the quality and specifications mentioned, BHEL will not be obliged to accept the particular item(s) or service(s) as applicable. BHEL reserves the right to impose maximum penalty @10% of the cost of fabrication in case of any quality issue.

6.0 PENALTY – DELAY

6.1 Any delay in completion of the job w.r.t. Schedule given under, will invite imposition of penalty @ 2% per day or part thereof subject to a maximum of 10% of the total price.

6.2 In case of LD recovery, applicable GST shall also be recoverable from the Contractor.

DELIVERY SCHEDULE

S. No.	Description / Activity	Day
1.	Date of receipt of PO & 100% inputs from BHEL	0 th day
2.	Approval of model by BHEL's authorized representative in the premises of bidder before final paint & finish	7 th day
3.	Making ready the model after incorporating the changes advised by BHEL in their last visit	9 th day
4.	Making model ready for final inspection before arranging delivery at Site	10 th day
5.	Packing and loading on vehicle and Transportation	12 th day
6.	Delivery and Installation of model complete in all respects including minor repairs	14 th day

7. RISK PURCHASE

7.1 In the event the bidder has failed to deliver any part of the service within the time stipulated, BHEL may arrange it from elsewhere at the risk and the cost of the bidder. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clauses 5.0 & 6.0 in Annexure II.

7.2 If the bidder fails to deliver services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses



or is unable to supply services or materials covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

8.0 AWARD OF WORK

- 8.1 The award of work shall be based on the Total Amount quoted against Sl. no. 4 in the Price Performa (Annexure-IV) i.e. Total Amount including of all taxes, duties etc. but exclusive of GST, in Figures as well as in Words, subject to the clauses under sl.no. 2.0 of this Annexure (Annexure- I).

9.0 LATEST UPDATES

- 9.1 All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and <http://eprocure.gov.in>) only and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

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GENERAL TERMS AND CONDITIONS

1 TAXES

- 1.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Proforma enclosed as **Annexure- VI**.
- 1.2 To enable BHEL to avail GST Input tax credit, contractor/Bidder shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- 1.3 Payment shall be made to contractor/bidder only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- 1.4 GSTIN of BHEL will be provided to the vendor/bidder by respective office of BHEL along with the work order.
- 1.5 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non-payment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GSR Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the vendor/bidder's bill.
- 1.6 Payment to the bidder will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect to be provided to contractor/bidder.
- 1.7 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 1.8 All requirements for issue of E-way bill will be the responsibility of the bidder.
- 1.9 Applicable GST shall also be recoverable from the vendor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

2.0 PRICE ESCALATION CLAUSE

All the prices quoted by the bidders shall be in Indian Rupees and shall be final and binding and not subject to any price escalation.

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3.0 VALIDITY OF OFFER

Your offer should be valid for at least 60 days from the date of opening of the Bid.

4.0 TERMS OF PAYMENT

- 4.1 Payment shall be released within thirty days from the date of receipt of bills after submission of requisite proofs of successful completion of the work as per work order.
- 4.2 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 4.3 BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the EFT Details upon selection on its letter head as per Annexure IX.

5.0 FORCE MAJEURE

- 5.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 5.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 02 (two) days after the occurrence of such event.
- 5.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 5.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 5.5 A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

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6.0 BHEL's FRAUD PREVENTION POLICY

6.1 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

7.0 ARBITRATION

- (a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- (b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

8.0 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a

Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

9.0 EFFECT AND JURISDICTION OF CONTRACT

9.1 The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

10.0 ACCEPTANCE OF TERMS AND CONDITIONS

10.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure V. Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate'

as per format in Annexure V or counter terms and conditions prescribed by the supplier in the Tender shall not be considered and may lead to outright rejection of such offer.

11.0 CANCEL/SCRAP OF TENDER

11.1 BHEL reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

12.0 CONFIDENTIALITY

12.1 All information in the Tender Document and 3D drawings which will be shared subsequently is meant only for your consumption and not for sharing, unless and otherwise, authorized by BHEL in writing. Please ensure compliance.

Vaishali



13.0 INSURANCE

13.1 To insure all goods and manpower connected with this job, during transit or execution of work at site or in your factory, etc., should be the responsibility of the bidder.

14.0 AUTHORISED OFFICER

14.1 The Additional General Manager (Corporate Communication) / BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding on the bidder. The authorized officer shall hold all the meetings in Delhi only.

CONTACT PERSONS:

For any clarification, bidders may contact the following official of BHEL:

Ms. Vaishali Wadhwa- Dy. Manager (CC)

Tel: 011-66337368, Email: vaishali@bhel.in

Note: Your offer is subject to the terms & conditions, as laid in this Annexure and a duly signed copy for acceptance of this Annexure shall form part of your offer, to be submitted along with other documents as mentioned in the tender.

Vaishali



ANNEXURE -IV

SCOPE OF WORK/PRICE PROFORMA

S.No.	Items Description/ Scope	Qty.	Lump sum Price inclusive of all but excluding GST as applicable
1	3D models of a) Lithium Ion batteries b) Super Rapid Gun Mount as per scope of work mentioned Annexure-I	2	
2	Packaging and Delivery at the given location in excellent condition including attending to minor repairs as required. Bidder has to take out the model and place on the table top, assembled as single piece for inspection and acceptance by BHEL	One activity	To be included in the price quoted above
3	Total Price (in figures) all-inclusive but excluding GST		
4	Total Price (in words) all-inclusive but excluding GST		
5	GST applicable. Indicate percentage & amount in the space provided		

Notes:

1. Amount quoted by the bidder should be inclusive of all taxes/ duties applicable except GST, which should be indicated in the space provided i.e. against Sl. no. 5 in the above performa.
2. Price Performa to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim, whatsoever, in this regard shall be entertained.
3. Time available in hand for executing the job will be 14 days from the date of providing the LOI for award of work.
4. Please quote your offer in this Performa only by or before 12 PM on 03.10.2022
5. 100% payment will be made within 30 days through ECS
6. All drawings, images, inputs to be provided by BHEL
7. Evaluation of the compliant offer will be on the basis of Total amount quoted against Sl. no. 4 above.

(Signature of Authorized Official)

Vaishali



Annexure – V

No Deviation Certificate

(To be given on Bidder's letter head)

Certificate of Acceptance

It is certified that we have read and understood all the terms and conditions of the Tender No. CC/Mod/01/2022-23 dated 01.10.2022

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Date:
Signatory

Signature of Authorized

Place:

(Designation)

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DECLARATION CERTIFICATE
(To be printed on bidder's Letterhead)

I / We hereby declare that I/We have not been banned and delisted by any PSU / other Govt. Department/ Financial institution / Court.

Authorized signatory
(With Seal)

Vaishali



SUBMISSION OF OFFER

Your offer has to be submitted as follows:

- a) Acceptance of the enclosed BHEL 'Special Terms and Conditions' (Annexure-II), & 'General Terms and Conditions' (Annexure-III) and Conformity to 'Specifications/ Scope of Work' (Annexure-I), by way of signing and affixing rubber stamp on each page of the referred Annexures.
- b) Declaration Certificate as per Annexure-VI
- c) No Deviation Certificate as per Annexure – V
- d) Check List as per Annexure – VIII
- e) Price bid.

Vaishali



Annexure – VIII

CHECKLIST

S. No.	Description /Item	Enclosed Yes/No
1.	No Deviation certificate as per Annexure V	Yes/No
2.	Declaration Certificate as per Annexure-VI	Yes/No
3.	Acceptance to "BHEL Special Terms & Conditions" as per Annexure – II, "BHEL General Terms & Conditions" as per Annexure – III, and conformity to "Scope of Work" as per Annexure – I, by way of signing and affixing rubber stamp on each page	Yes/No
4.	Check List as per Annexure – VIII	Yes/No
5.	'PRICE PERFORMA' as per Annexure-IV without any comments / deviations	Yes/No
6.	GST Registration Certificate	Yes/No

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NEFT Details Format

BANK NAME & COMPLETE ADDRESS WITH PIN CODE	
BANK ACCOUNT NO.	
MICR CODE	
IFSC CODE	
PARTY'S E-MAIL – ID	
PAN NO.	
GST REGISTRATION NO.	
PARTY's NAME & ADDRESS	

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