भारत डायनामिकस लिमी (भारत सरकार का उदयम-रक्षा मंत्रालय) **Bharat Dynamics Limited** 

(A. Govt of India Enterprise - Min. of Defence)

G-Block, APIIC-IALA, VSEZ Post,

Visakhapatnam - 530049 Andra Pradesh - India

CIN: L24292TS1970GOI001353



# SERVICE ORDER

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Fax Telephone E-mail

Vendor details

K000456

M/S KALINGA INSTITUTE OF INDUSTRIAL

**TECHNOLOGY** 

PLOT NO.383. 384/2165, KIIT,

CAMPUS PATIA, **BHUBANESWAR** 

KHORDHA - 751031 Orissa, India

: 06742958587 Tel

Fax

E-mail: debashis.deb@kiit.ac.in

GSTIN - 21AAATK3103C1ZN

PAN - AAATK3103C

MSME Reg -

**BDL** details

Service order No:

Your ref No:

3420007711 / SO Dt: 17-OCT-2022 / Your ref Dt:

/Dt:

Linked PO No: Validity From:

To 3001

GSTIN: PAN:

ID:

37AAACB7880N1Z3

AAACB7880N

Sir's.

Please perform the under-noted services in accordance with the terms and conditions herein.

S.No.	Particulars	Qty UoM	Service Compn.Dt	Unit Price (INR)	Duties & Taxes	Item value (INR)
10	Desc.: Design of weight release and auto-releas SAC:	1.00 AU	16.12.2022		Inter State 18% ITC	
10.1	Service No: Desc: Design of weight release and auto-releas	1.00 AU	16.12.2022	763600.00	v	763,600.00
Total no. of services -: 1				Total items value IGST Total SO value		763,600.00 137,448.00 901,048.00

### SO Remarks:

1. The design activity for weight release and auto-release floated GPS locator for LWT(XP) TAL to made the torpedo positive buoyant.

a) Design of Tungsten/Lead weight release mechanism with existing shell dimensions to make the torpedo positive buoyant.

- Design and modelling of Tungsten/Lead plates (semi-circular) as dead weight.

-Spring release mechanism for releasing the dead weights.

-Design and modelling of dead weight strap release using pyro bolt activation.

b) Design of Floating Beacon Assembly, which includes design of



following items/sub systems.

- -Modelling of beacon shell to be incorporated in torpedo shell.
- -Beacon shell release mechanism.
- -Antenna unfolding mechanism.
- -Electronics accommodating compartment.
- c)Design of Telescopic Antenna Mast (for ship), which includes design of following items/sub systems.
- -3D modelling of the Mast.
- -Expansion & Retraction Mechanism of the Mast.
- -Antenna Mounts.
- -Base Plate to be fixed on ship.
- d)Design of portable Antenna Mount (for RHIB), which includes design of following items/sub systems.
- Portable Mount.
- Antenna alignment mechanism for Yagi Antenna.
- e) Simulation
- -Structural analysis of modified shell having weight release mechanism and dead weights.
- -Structural analysis of Floating Beacon Assembly (in all possible scenarios)
- -Structural analysis of Mast (in all possible scenarios).
- -Centre of Gravity & Centre of Buoyancy analysis of Floating Beacon Assembly.
- -Thermal characteristics analysis.
- f) Electrical & Electronics Design
- -Total Circuit Design of Floating Beacon.
- -Control System Design for Floating Beacon.
- -Selection of Actuators & drivers.
- -Algorithm for Telemetry Mechanism.
- -Design of human interface for detecting the beacon.
- g) Electrical & Electronics Simulation
- -Trigger and beacon release simulation
- -Data Transfer/ Telemetry/Encryption-decryption simulation.
- -Failure & Safety simulation.
- 2.Inspection: BDL-QC
- 3. Delivery schedule: Within 02 months from the date of release of PO.
- 4. Warranty: 12 months from the date of item acceptance of item at BDL-VU.
- 5. Payment: 100% payment within 01 month from the acceptance of design activity by BDL.
- 6. LD clause:

The time of delivery is the essence of contract, supply should be completed within the stipulated delivery period. In the event of the vendor's failure to submit the bonds, guarantees and documents, supply the stores/goods, perform services, conduct trials, installation of equipment, training and maintainability evaluation trials (met) as per schedule specified in this PO/contract, BDL may, at its discretion withhold any payment until the completion of the PO/contract. BDL may also deduct from the vendor as-agreed, liquidated damages to the sum of 1/100 of the delay percentage {delay percentage = (period of delay in delivery in weeks) x100/ (delivery period in weeks as per contract)} of the PO/contract price of the delayed / undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not higher than 10% of the PO/contract price of the value of the delayed stores/services.

- 7. AS Clause:
- i) Supplier shall not supply non-conforming product against specification.
- ii) Supplier shall notify BDL of non-conforming processes, products or services and obtain approval for their disposition (i.e. rework, rejection etc.,).
- iii) Supplier shall notify BDL of changes to manufacturing processes, products or services including changes of their external providers or location of manufacture and obtain BDL approval.
- iv) Unless otherwise specified, supplier cannot outsource the items under this purchase order.
- v) Supplier shall retain the product related records (processes, quality records etc.,) up to 3 years.
- vi) BDL, its customer and regulatory authorities having right of access to the applicable areas of all your facilities, at any level of supply chain, involved in our order and all applicable records.
- vii) Supplier shall ensure that the persons carrying out the manufacturing of items under this purchase order be aware of product conformity requirements, product safety and importance of ethical behaviour etc.,
- viii) In case of any corrective action plan against non-conforming product reported/identified at any stage the same

shall be brought to the notice of BDL for approval before its implementation.

ix) Supplier shall notify to BDL in case of suspected/detected counterfeit parts (if any) during any stage of manufacturing for its prevention of further use and quarantine of the same.

x) Vendor shall comply ISO 14001:2015 EMS for the PO.

Payment Terms
Delivery Terms
FOR BDL STORES, VISAKHAPATNAM
AS PER YOUR CHOICE AT YOUR COST
Insurance
Bank Gty Appl.

Terms & Conditions of delivery:
Service No Service details

Scope of work	Details
00010	Design of weight release and auto-release Flotable GPS locator for LWT-XP/TAL.

#### Note:

- 1. Invoice in quadruplicate should be submitted irrespective of furnishing proforma invoice.
- 2. Please invariably, indicate our SO No. on parcels / covers, invoices etc....
- 3. Please mention the percentage of tax if applicable, separately in your invoice / bill.
- 4. Please forward your order acceptance letter without fail.

# GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER (PO) (INDIGENOUS)

#### I. ACKNOWLEDGEMENT:

a)An acknowledgement of the Purchase Order(PO) should be sent to BDL by the supplier confirming their agreement regarding specifications, Qualification Test (QT) or Periodic Test (PT)/ Acceptance Test (AT), quantity, prices, terms of payment and Delivery schedule including the General terms and conditions as indicated in Purchase Order within 15 days of its receipt by the Supplier.

b) The Purchase Order number. and Date should always be quoted in all correspondence, delivery challans, packing notes, invoices etc., all communications should be addressed to the designate officer of BDL who signed the Purchase Order or a nominee as indicated in the purchase order.

#### II. PRICES:

The prices indicated in PO are firm and not subject to alternation / variation on any account unless specified otherwise in the purchase order.

# III. QUALITY:

All goods or services supplied must conform to the MIL / BIS or other relevant standards quoted in the order & / or shall be strictly in accordance with approved samples or drawing or specification. Where there is no specifications, sample or drawing, goods and services are to be the best of their kind.

## IV. SUPPLYING OF SAMPLES:

Wherever required, samples should be supplied at free of cost with due identification and indicating relevant BDL references and Purchase order number.

# V. INSPECTION:

a)All goods/ services are subject to inspection by BDL or where stipulated by BDL's client or as nominated either at supplier's works or after delivery. The decision of concerned officers-in-charge is final.

b)The rejected material will lie in BDL factory premises at the risk and cost of the supplier, pending receipt of

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disposal instruction from them.

c) If so desired by the supplier, the rejected materials, for which no payment made by BDL may be packed and returned to the supplier for arranging replacement/rectification on 'freight to pay' basis at his cost and risk and the dispatch documents will be forwarded to the supplier directly by BDL IMM / Stores Department to enable him to arrange insurance and take delivery of the same. Wherever payment is already made by BDL to the supplier, the rejected material will be returned to the supplier against refund of the amount already paid by BDL.

d)The packing, freight charges etc., on replacement of returned materials shall be borne by the supplier irrespective of the terms in the purchase order, since such charges were already incurred and borne by BDL on the original consignment, which got rejected and returned to the supplier. In case the rejected materials are not required to be replaced, freight insurance charges etc., incurred by BDL on the original consignment shall be recovered from the supplier's bills.

e)In case, no disposal instructions received from the supplier, regarding rejected stores, as contemplated at (b) above, or where the amount due from the supplier, cannot be recovered from the pending supplies, cannot be recovered from the pending bills fully, as contemplated at Para XVII hereinafter, within 3 months, from the date of intimation to the supplier, regarding disposal action, BDL reserves the right to dispose the rejected stores, in the manner BDL deems fit. Under the given circumstances appropriate amount will be recovered from the supplier, along with cost of disposal as contemplated at para XVII.

If any balance amount is receivable / refundable, the same will be recovered from/ refunded to the supplier.

## VI. PACKING:

Materials should be securely packed by the supplier and a copy of packing note should be placed just below the lid of the package. In case one consolidated packing note is prepared for materials packed in more than one package, copies of same should be placed in all packages with a tick mark against the items packed in that particular package. The package should bear sender's and BDL full name and address on one side and BDL purchase order Number., case markings, gross weight etc., on the other side. In case of Plant Machines and Equipment. The following documents in triplicate should be supplied:

a)Foundation Plan b)Wiring diagram c)Operating Manual

d)Maintenance Manual e)Capacity diagram f)Erection instructions

g)Detailed spare parts Catalogue h) Warranty Certificate i) Illustrated & descriptive catalogue

j)Makers certificate of accuracy & guarantee of performance

k)Safety instructions / document & other relevant documents.

### VII. DISPATCH OF GOODS:

Wherever terms of dispatch are ex-works / FOR dispatch station. The stores shall be booked through BDL authorized transporter named in the Purchase Order on freight to pay basis. The dispatch documents shall be clean and clearly legible.

## VIII. CONSEQUENCE OF BREACH AND RECOVERY OF LD:

a)The time of delivery is the essence of contract supply should be completed within stipulated delivery period. In the event of the Vendor's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and Maintainability Evaluation Trials (MET) as per schedule specified in this PO/contract, BDL may, at its discretion withhold any payment until the completion of the PO/contract. BDL may also deduct from the vendor as-agreed, liquidated damages to the sum of 1/100 of the delay percentage {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the PO/contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the PO/contract price of the value of delayed stores/ services (Any extension given by BDL for delay attributable to BDL or Force Majeure Clause to be factored in delivery period).

b)In cases where vendor offers to carry out up gradation/alteration in the specifications of equipment as concluded in the contract, imposition of LD Clause will be. liquidated damages to the sum of 1/100 of the delay percentage {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the PO/contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the PO/contract price of the value of delayed stores/ services (Any extension given by BDL for delay attributable to BDL or Force Majeure Clause to be factored in delivery period).

## IX. RISK PURCHASE CLAUSE:

In the event the supplier fails to fulfil the Purchase Order obligations, BDL reserves the right to purchase elsewhere without notice to the supplier, on account and at the risk of the supplier, the stores not delivered or other of similar description (Which in the opinion of BDL shall be readily procurable) without cancelling the Purchase Order in respect of consignment not yet due for delivery. (OR)

To cancel the Purchase Order in the event action being taken as above the supplier shall be liable for any loss which

BDL may sustain on that account by the supplier shall not be entitled to any gain on repurchase made against default.

## X. CANCELLATION OF PURCHASE ORDER:

Non-compliance with any of the conditions may compel BDL to cancel the Purchase Order in part or in full.

### XI. BDL MATERIALS:

Materials, tools and other equipments supplied by BDL for processing or to aid processing shall be accounted fully by the Vendor. Necessary insurance shall be arranged by the Vendor for such materials at Vendor's cost. The Vendor shall also submit the Indemnity Bond for the value equivalent to the materials supplied. The material consumption certificate shall be furnished for every supply. The material tools and equipment should be preserved appropriately to avoid damage. The necessary traceability and colour coding to be ensured.

#### XII. REPEAT ORDER:

BDL reserves the right to place repeat order with the same prices, terms & conditions on the supplier for an additional quantity up to 100% of the ordered quantity, within a period of 12 months from the date of completion of order.

## XIII. TEST CERTIFICATE/SHELF LIFE-CERTIFICATE:

All certificates called for in the specification or Purchase Order must be sent to BDL, along with, supplies or a request for pre-dispatch inspection. BDL may test any goods supplied & its decision shall be final irrespective of the certificate furnished by the supplier. Supplier shall indicate the date of manufacture and the date of expiry for chemicals, ingredients etc. (all items with shelf life) in all the dispatch documents and on the containers. The supplies shall be within one month from the date of manufacture in particular in case of shelf life items. All assemblies / products shall be manufactured with valid shelf life items only. In such cases, necessary certificates for individual items having valid shelf life shall be submitted to BDL where ever required.

Necessary test / inspection certificates, Certificate of Conformance, Country of Origin (wherever applicable) shall be submitted along with consignment.

## XIV. DRAWINGS PATTERNS AND TOOLS:

All drawings, patterns and tools supplied by BDL, or made at BDL expenses are BDL's property and or only to be used in the execution of BDL order and shall be returned to BDL on demand. These should not be provided to others.

### XV. DEMURRAGE AND WHARFAGE:

The supplier shall be responsible for all demurrage and Wharf age charges due to late receipt of dispatch documents or non-receipt of dispatch documents or non-receipt of prior intimation or non-compliance of any other terms of Purchase Order.

### XVI, INDEMINITY:

The vendor shall indemnify the BDL.

a) Against any claim, in respect of infringement of letters of patent or registered design, by the use of sale of any article or material supplied to BDL by the supplier and against all costs and damages which BDL may incur in any action for such infringement or for which BDL may become liable in any such action.

b) Against all claims for injury or damages caused by the Negligence of the supplier or his employees or arising from any defects in the goods supplied or on the work carried out by the supplier.

c) Against all claims for injury to the supplier's employees or of his agent's whilst on the premises of the purchaser.

## XVII. APPROPRIATION:

Whenever under this P.O. any sum of money is recoverable from & payable by the supplier, BDL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum due or which any time thereafter may become due to the supplier in this or any other P.O should this sum be not sufficient to cover the full amount recoverable the supplier shall pay to BDL on demand the remaining balance due.

# XVIII. GUARANTEE:

Any stores supplied or service provided should be free from any defects arising from faulty material, design or workmanship & should be guaranteed for quality / satisfactory performance for a period of 12 calendar months from the date of commissioning or 18 months from the date of supply whichever is later. During the guarantee period, if any defects develop arising from faulty material, design or workmanship, the supplier should replace any defective portion of the goods or replace the material/equipment as a whole.

### XIX. ARBITRATION:

All the disputes regarding this Purchase Order shall be referred to BDL Chairman & Managing Director or his nominee, who shall have the powers conferred by the Arbitration Act, 1940 or Arbitration and Conciliation Act 1996 or any statutory modifications thereof for the time being in force.

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#### XX. JURISDICTION:

The Purchase Order shall be governed by the Laws of Indian Union in Force. The courts of Hyderabad, Andhra Pradesh only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Purchase Order.

### XXI. BRIBES AND GIFTS:

Any bribes, commission, gifts or advantage given, promised or offered by the supplier to any employee of BDL shall, in addition to any criminal liability which the supplier may incur, subject the supplier to the ancellation of this & all other orders & also to payment of any loss or damage resulting from any such cancellation. He shall also be deregistered and black listed.

XXII. In case of specific condition indicated in the Purchase Order or in variance with the above general conditions, the condition indicated in the Purchase Order shall be valid.

## XXIII. FORCE MAJEURE:

Neither of the parties shall be held responsible for non-fulfilment of its respective obligations due to the exigency of one more of the force majeure events such as but not limited to flood, earthquakes, acts of GOD, war, stike, lockouts, epidemics, riots, civil commotion. Government restrictions, catastrophe or disturbances in the country. Either party, if effected by an event of Force Majeure shall give a notice in writing to the other within ten working days of such occurrence or cessation. If the Force Majeure condition continues beyond on month, the parties shall then mutually decide about the future course of action.

for BHARAT DYNAMICS LIMITED