



## BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

### SECTION II

#### **SPECIAL TERMS AND CONDITIONS**

*(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')*

##### **1.0 SCOPE OF WORK:**

- 1.1 BHEL Jagdishpur is in the process of outsourcing Ultrasonic Testing Work at our shop floor, open yard inside the factory premises and in and around BHEL Jagdishpur (if required) in the subcontracting vendor works.
- 1.2 Nature of work: Ultrasound testing work at BHEL Fabrication Plant, Jagdishpur on weld joints of fabricated items by deploying necessary equipments, tools, consumables, qualified personnel including transportation, travel expenses, accommodation at site etc.
- 1.3 Quantity: No. of visits 50 (@ minimum 50 - 75 meters per visit per UT machine). (Breakup as per price bid format). Quantity may vary to any extent for each item limited to  $\pm 20\%$  of the contract value..
- 1.4 Ultrasonic Testing to be carried out as per BHEL NDE procedure / customer issued procedures or as per the instruction of Engineer-in-charge.
- 1.5 The Contractor shall conduct testing within 48 hrs of intimation from BHEL.
- 1.6 Test reports: Contractor shall conduct tests, evaluate and submit test report of ultrasonic examination in agreed formats stating compliance to international codes and standards. The same shall be submitted to BHEL customer for acceptance and shall also be acceptable to BHEL customer or their authorized representative, legislation Authorities, e.g. Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies.
- 1.7 The NDE Inspection Agency should have a minimum of three years experience in Ultrasonic Testing of welds and raw materials.
- 1.8 Contractor should have minimum two numbers ultrasonic testing equipment in working condition with valid calibration status along with accessories like calibration blocks, reference blocks, DGS scale, Probes, couplants etc and should use his own equipments and consumables for testing. BHEL will provide power source at existing locations in our shop floor and subcontracting vendor works.
- 1.9 Contractor must start the ultrasonic testing work immediately after getting instructions from personnel. If contractor delays beyond forty eight hours, BHEL reserves right to carry out the work using other agencies and back charge the same from the contractor's running bill / security deposit.
- 1.10 **Contractors are advised to visit site of work to understand the actual nature of the work before submitting the offers.**
- 1.11 The NDE Inspectors deployed by the Contractor shall have minimum qualification of Diploma in Mechanical Engineering / Degree in Science and with certification in UT Level II. They shall have a minimum three years experience in Ultrasonic Testing of welds and raw materials. Any re-testing due to ignorance or mistake will be to the account of the contractor. The certification of Inspectors shall be current during the tenure of the contractor. Periodic medical checkup including eye test for the technician to be carried out by the contractor. UT technician should have experience in ultrasonic testing of butt welds, fillet welds using DGS and DAC methods of ASME, AWS, ASTM and BHEL procedures.
- 1.12 BHEL reserves the right to test the technicians deployed by contractor and they should pass the tests in theory and practical conducted by BHEL to determine their capability to



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understand above procedure.

- 1.13 The technician should register the test result in log book, prepare reports and update reports in Oracle system if instructed by BHEL.
- 1.14 Contractor will submit the details of all the equipments and technical facility available with him.
- 1.15 The contractor shall conduct Ultrasonic Testing of components as per the instructions given by BHEL to suit the quality requirements and shall evaluate and furnish the results BHEL in the required format/register. The Ultrasonic Testing shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies. The Contractor shall aid BHEL in preparing reports and sketches of job with defect location if required.
- 1.16 It is the responsibility of the Contractor to paint / punch / chalk marking / marker pen marking on the job about the UT results and provide sketches of the job with defect location as per instruction of the BHEL
- 1.17 The Contractor shall maintain a register for all jobs tested and their status position along with daily job report on UT work done with details of size and type of defects.
- 1.18 The couplant applied for ultrasonic testing shall be cleaned by the contractor after the completion of ultrasonic testing.
- 1.19 Contractor shall provide inspectors / technicians for normal working hours - 8 AM to 5 PM and 5 PM to 2 AM. In case of urgent / emergency work personnel should be available for 24 hours. Ultrasonic Testing work must carry out at working hours including on Sundays and all holidays if required.

### **2.0 CONTRACT PERIOD**

- 2.1 The period of contract will be One year or completion of ordered quantity whichever is earlier.
- 2.2 The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies.

### **3.0 INVOICE & PAYMENT**

- 3.1 The contractor will submit monthly bills in sufficient copies for the certified quantum of UT carried out. BHEL Executive will be the certifying authority.
- 3.2 Payment
  - (a) 95 % on completion of tests and submission of reports on monthly basis.
  - (b) 5 % after acceptance of reports by BHEL Customer.
- (c) Payment will be made through Electronic Fund Transfer / RTGS Transfer. For details form attached in the tender documents is to be submitted by the bidder in the same form duly filled in.

### **4.0 PENALTY**

The Contractor shall commence testing within 48 hrs of intimation from BHEL, failing which; penalty shall be imposed for each call. If the contractor fails to commence test on stipulated time the penalty shall be 1.0% of the call amount for the delay per day or part thereof subject to maximum of 10 % of the total order value.

The decision of General Manager (or any official appointed by him) on the extent of penalty



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shall be final and binding on contractor

### 5.0 TAXES AND DUTIES

#### 5.1 Service Tax

- 5.1.1 The bidder shall not include service tax in their quoted rates, but the bidder has to separately indicate the service tax rate, amount and working thereof in the price bid schedule included in the bid documents.
- 5.1.2 If service tax amount is not indicated separately in the price bid schedule include in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly
- 5.1.3 Bidders have to quote the applicable service tax payable in the price bid format include in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

#### 5.2 Income tax

- 5.2.1 Income tax shall be deducted from the contractor's bill as per applicable rates.

### 6.0 PERSONNEL WELFARE

- 6.1 The contractor shall comply with all the regulations, legislations applicable for the welfare, safety, etc. of their deployed personnel.
- 6.2 All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.
- 6.3 Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations shall be taken care by the Inspection Agency. BHEL shall not be held responsible for any injury or damage that is caused to the staff / property during the course of inspection or otherwise.

### 7.0 Termination / Cancellation of Contract

BHEL reserves the right to terminate the contract for any of the following reasons.

1. Any false statement given in the tender.
2. Not attending the work when required.
3. Non Satisfactory workmanship.

### 8.0 QUALIFYING CRITERIA AND TECHNICAL BID AS PER ANNEXURE -1 (TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID)



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### ANNEXURE - I

**Tender Enquiry BHEL/FP/14-15/UT-01**

**Dt. 14/05/2014**

SI No.	PARTICULARS	Accepted / Not Accepted
<b>1</b>	<b>QUALIFYING CRITERIA (Proof to be submitted)</b>	
<b>1.1</b>	Minimum three years of experience in the ultrasonic testing of welds and raw materials which shall include raw material like steel plates, casting etc and butt joints and fillet joints as per international codes and standards in reputed firms. (Proof must be submitted).	
<b>1.2</b>	Reference list of customers and performance certificate from customers (minimum one customer) with full contact details of contact person.	
<b>1.3</b>	Deleted	NA
<b>1.4</b>	The vendor shall have Ultrasonic Flaw Detectors (minimum two numbers) & Transducers from internationally recognized companies and should be in position to deploy minimum one equipment (with rechargeable battery) in working condition at BHEL Jagdishpur (as per the requirement). Vendor shall submit proof of ownership of equipments.	
<b>1.5</b>	Vendor shall have at least two (2) level II operators trained and certified as per international certification schemes such as SN-TC-1A with minimum educational qualification of Diploma / Degree in Science The certificates should have been issued by recognized professional institutions such as ISNT, WRI etc. UT technician should have minimum three years experience in ultrasonic testing of butt welds, fillet welds using DGS and DAC methods of ASME, AWS, ASTM and BHEL procedures	
<b>1.6</b>	Vendor shall submit the certification details as per above clause.	
<b>1.7</b>	Vendor should have minimum one number of IIW VI and V2 blocks and reference blocks required for weld inspection. Vendor shall submit the list of calibration blocks, reference blocks and DGS Scale available.	
<b>1.8</b>	Vendor should have minimum one number UT Equipment with DGS curve option or probes with DGS Scale and the proof for same to be provided.	
<b>2</b>	<b>TECHNICAL BID CRITERIA</b>	
<b>2.1</b>	Deleted	NA



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SI No.	PARTICULARS	Accepted / Not Accepted
2.2	Contractor must start the ultrasonic testing work immediately after getting instructions from personnel. If contractor delays (more than eight hours), BHEL reserves right to carry out the work using other agencies and charge the same from the contractor's running bill / security deposit.	
2.3	Any re-testing due to ignorance or mistake will be to the account of the contractor. The certification of Inspectors shall be current during the tenure of the contractor. Periodic medical checkup including eye test to be carried out by the contractor.	
2.4	The contractor shall conduct Ultrasonic Testing of components as per the instructions given by BHEL to suit the quality requirements and shall evaluate and furnish the results BHEL in the required format/register. The Ultrasonic Testing shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies. The Contractor shall aid BHEL in preparing reports and sketches of job with defect location if required.	
2.5	It is the responsibility of the Contractor to paint / punch / chalk mark / marker pen the acceptance by the company on each job and provide sketches of the job with defect location as per instruction of the BHEL	
2.6	BHEL reserves the right to test the operators deployed by contractor and they should pass the tests in theory and practical conducted by BHEL to determine their capability to understand above procedure	
2.7	The operator should register the test result in log book, prepare reports and update reports in Oracle system if instructed by BHEL.	
2.8	The couplant applied for ultrasonic testing shall be cleaned by the contractor after the completion of ultrasonic testing.	
2.9	<b>Termination / Cancellation of Contract</b>  BHEL reserves the right to terminate the contract for any of the following reasons.  1. Non - Satisfactory Workmanship.	
2.10	Earnest Money Deposit (EMD)	Not applicable
2.11	Contractor will have to execute Security Deposit of 10% of the contract amount may be paid as detailed in clause no. 4.2 of General Conditions.	
2.12	The price should include all taxes and duties excluding service tax. Service tax is to be quoted and will be reimbursed based on the valid documentary evidence. The price is firm and is applicable throughout the contract period.	
2.13	There may be a variation in the estimated value of contract depending upon the production plan variation that may arise then and there. BHEL does not guarantee for the quantum of work.	
2.14	The period of contract will be one year or completion of ordered quantity whichever is earlier.. The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies.	
2.15	All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.	



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<b>SI No.</b>	<b>PARTICULARS</b>	<b>Accepted / Not Accepted</b>
2.16	Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations shall be taken care by the Inspection Agency. BHEL shall not be held responsible for any injury or damage that is caused to the staff / property during the course of inspection or otherwise.	
2.17	No other pre conditions along with your offer will be entertained by BHEL.	

**Signature with Seal of  
Authorized signatory of contractor.**

## **9. Orders under the contract**

All notices etc, to be given under this contract shall be in writing, type script or printed and if sent by registered post to the address given in the tender of the contractor shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

## **10. Works to be carried out**

All labour, materials, tools, plant equipment and transport required for the execution of the work included in the unit price agreed herein-in-above. The Contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work having entered into the contract. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

## **11. Labour**

The Contractor shall remain liable for the payment of all wages or other moneys to his workmen or employees under the payment of wages Act 1936, Employees Liability Act 1938, Workmen's Compensation Act 1923, or any other Act or Enactments relating there to and rules framed there under from time to time. Evidences for P.F contribution and ESI coverage to the persons deputed for the work have to be provided during submission of bills.

The Contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract labour.

The Contractor shall also hereby undertake to get himself licensed from the appropriate authority as Contractor. It is understood by the contractor that for this agreement, to be effective the price condition is his furling the condition of being licensed as a Contractor under State Legislation.

## **12. Safety and Security Regulations**

The Contractor and his personnel shall strictly observe and follow during the pendency of the contract all the safety and security regulations and rules that area in force from time to time in the company.

## **13. Law covering the contract**

This contract shall be governed by Indian Laws for the time being in force.

## **14. Sub letting of Contract**

The Contractor shall not assign, transfer, sub-let or attempt to assign, transfer or sub-let any portion of the work.

## **15. Cancellation of contract for Contractors default**

If the Contractor makes default in carrying out the work as directed and contained in that state after a reasonable notice from AGM (Quality Control) or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued there under, the AGM (Quality Control) may without prejudice to any other right or remedy which shall have occurred or shall occur thereafter to the company cancel the contract or items or work in default from the contract. Whenever AGM (Quality Control) exercises his authority to cancel the contract, he may complete the work at the contractor's risk and cost, provided always that in the event of the cost (as certified by AGM (Quality Control) which is final and conclusive) being less than the contract cost, the advantage shall occur to the company. If the cost exceeds the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by the AGM (Quality Control) or the same shall be recovered from the contractor by other means.

**16. Cancellation of contractor for corrupt Acts**

Any gift or offer of illegal gratification made by the Contractor or other on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claims against the contractor.

**17. Special Powers of Determination.**

If at any time, the company shall for any reason whatsoever, not require the work to be carried out, the AGM (Quality Control) shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of fore-closing the work.

**18. Damage/Pilferage of Materials**

The contractor shall indemnify the company against loss, damage, breakage, shortage and pilferage of the company's materials while in custody of the contractor.

**19. Recovery from the contractor**

Whenever under this contract or otherwise any sum of money shall be recoverable from the contractor or payable by the contractor to the company, the same shall be paid on demand or shall be deducted from the bills then due to him either in particular contract or from any other contract which he has already entered into with the company or which may be entered into with the company in future.

**20. Stamping the Agreement**

The expenses of completing and stamping the Agreement shall be borne by the contractor.

**21. The duties and obligations**

The duties and obligations of each of the parties hereunder shall be suspended during such times as performance by either party is prevented, impeded by strikes, labour disturbances, riots, fire, governmental action, war acts of God or any other cause similar or dissimilar to the foregoing beyond the control of either party hereto. No such suspension, however shall suspend, alter or affect Contractor's right to receive payments for the work already executed.

**22. Damage and loss to private property and injury to workmen**

The Contractor shall at his own expenses, reinstate and make good to the satisfaction of the AGM (Quality Control) and pay compensation for any injury, loss or damage, occasioned to any property or rights whatsoever, including property and rights of company (or agents, servants of employees of the company).

The injury, loss, or damage arising out of or in any way in connection with the execution and further, the contractor shall indemnify the Company against all claims, enforceable against the company (or any agent, servant or employee of the company) or which would be so enforceable against the company as if the company is private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whosoever or property, including all claims which may arise under workmen's compensation Act or otherwise.