



Bharat Heavy Electricals Ltd
(A Govt. of India Undertaking)
Boiler Auxiliaries Plant
RANIPET - 632 406(INDIA)

Phone No: (04172) - 284186

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Tender No - BAP:QC:NDT:MT:12 dtd 14/02/2013

TENDER FOR MAGNETIC PARTICLE INSPECTION WORK AT BHEL FACTORY

TENDER SUBMISSION LAST DATE AND TIME : 07/03/2013 AT 14.30 HRS

TENDER OPENING DATE AND TIME (TECHNICAL BID) : 07/03/2013 AT 15.00 HRS

ADDRESS FOR COMMUNICATION

Senior Manager / Quality Control,

Quality Department,

BHEL Ranipet – 632 406.

Ph No – 04172 -284186

Email – kangeyan@bhelrpt.co.in

1.0 GENERAL

- 1.1 BHEL Ranipet is in the process of outsourcing Magnetic Particle Inspection Work at our shop floor, open yard inside the factory premises and in and around BHEL Ranipet (if required), in their sub contracting vendor works.
- 1.2 **Contractors are advised to visit site of work to understand the actual nature of the work before submitting the offers.**
- 1.3 The NDE Inspection Agency should have a minimum of five years experience in Magnetic Particle Testing of butt welds, fillet welds and machined components using dry/wet method with Prod/Yoke equipments.
- 1.4 NDE Inspection agency should have an office in Ranipet and who don't have local office near to BHEL Ranipet shall establish an office in Ranipet before commencing the work after successful bidding.
- 1.5 Contractor has to use consumables (BHEL approved) & BHEL will provide free power supply in location as exists. For Wet MPI of machined component contractor has to provide his own equipment (Yoke / Coil) and consumable as per requirement
- 1.6 The contractor must start the MPI work immediately after getting instructions from QC-NDTL persons. If contractor delays (more than 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.
- 1.7 The NDE Inspectors deployed by the Contractor shall have minimum qualification of Diploma in Mechanical Engineering / Degree in Science and with certification in MT Level II. They shall have a minimum three years experience in Magnetic Particle Testing. Any retesting 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 Inspectors to be carried out by the contractor.
- 1.8 Contractor shall provide inspectors for Normal Working Hours – 8 AM to 4.30 PM and 4.30 PM to 1 AM. In case of urgent / emergency work personnel should be available 24 hours. MPI has to be done on all working days in the mentioned working hours. There may be MPI requirement on Sundays and holidays also, whenever required
- 1.9 The contractor shall conduct Magnetic Particle Testing of components as per the instructions given by BHEL to suit the quality requirements and shall evaluate and furnish the results to BHEL in the required format/register. The Magnetic Particle 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.
- 1.10 It is the responsibility of the Contractor to paint / punch / chalk mark / marker pen the test result by the company on each job and provide sketches of the job with defect location as per instruction of the BHEL
- 1.11 The Contractor shall maintain a register for all jobs tested and their status position along with daily job report on MPT work done.
- 1.12 Contractor's personnel should prepare reports of MPI in BHEL's ORACLE systems / manual reports as per BHEL requirement.
- 1.13 Contractor shall furnish photocopy of the ASNT Level II Certificate for the Technicians posted and produce the original during the negotiation.

- 1.14 The equipment of contractor shall have current calibration and the contractor shall maintain the equipment in good working condition to facilitate smooth inspection.
- 1.15 Audit and Penal Clause:**
1. To ensure correctness in MPI inspection of our job, contractor had to offer completed jobs to BHEL at random as per instruction of BHEL Engineer.
 2. If any deviations are found in audit check a penal charge of Rs 1,000/- will be imposed on the Contractor in addition to the recovery of payment made for wrong testing.
- 1.16 Termination / Cancellation of Contract**
BHEL reserves the right to terminate the contract for any of the following reasons.
1. Non – Satisfactory Workmanship.
 2. Any false statement given in the tender.
 3. Not attending the work when required.
- 1.17 Earnest Money Deposit (EMD) amount of Rs. 40,000/- (Rupees Forty Thousand only) in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Ranipet shall be sent along with your offer.
- 1.18 Successful Contractor will have to provide a Security Deposit for 10% of the contract value. It can be anyone or a combination of the following.
- a) Cash (as permissible under the Income Tax Act)
 - b) Pay Order, Demand Draft in favour of BHEL.
 - c) Local cheques of scheduled banks, subject to realization.
 - d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
 - h) The security deposit shall not carry any interest.
- NOTE:** Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 1.19 Discrepancy in words & figures quoted in price bid will be evaluated as per following guidelines
- a) If 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total as quoted shall govern and the unit price corrected accordingly.
 - b) 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
 - c) If there is a discrepancy between words and figures, the amounts 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 of a) and b) above.

- d) 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.

2.0 SCOPE OF WORK

- 2.1 Magnetic Particle examination (Dry method) to be performed on fillet welds, butt welds and plug welds of Fans, Air Preheaters, Gates, Dampers and other components manufactured in shop floor, open yard inside the factory premises and around BHEL Ranipet. Only Portable MPI equipment and power supply will be provided by BHEL free of cost. All other consumables required should be provided by contractor. The approximate quantum of weld (dry method) will be **70,000 metres**.
- 2.2 Magnetic Particle Examination (Wet method) to be performed on machined components and other jobs in our shop floor. BHEL will provide free power in locations as exists for operating the MPI Equipment. For wet method the equipment and consumable should be provided by the contractor. The approximate quantum of work will be **500 sq metre**.
- 2.3 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.
- 2.4 Magnetic Particle Examination to be carried out as per BHEL NDE procedure or as per the instruction of NDTL personnel.
- 2.5 The consumable used shall be of BHEL Approved make.

3.0 CONTRACT PERIOD

- 3.1 The period of contract will be two years from 01/04/2013 to 31/03/2015.
- 3.2 The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies.

4.0 GENERAL GUIDELINES & INSTRUCTION TO BIDDERS FOR SUBMITTING THE OFFER

Is detailed in Annexure – II.

5.0 INVOICE & PAYMENT

- 5.1 The contractor will submit bills in sufficient copies for the certified quantum of MPI carried out. BHEL-QC-NDTL Executive will be the certifying authority
- 5.2 Payment will be made in 30 – 45 days time from the date of submission of bills with necessary documents.
- 5.3 Electronic Fund Transfer / RTGS Transfer form attached in the tender documents is to be submitted by the bidder in the same form duly filled in.

6.0 PERSONNEL WELFARE

- 6.1 All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.
- 6.2 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.

GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points/guidelines/ instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

1.0 QUOTATIONS for Magnetic Particle Inspection at BHEL Factory.

Considering the nature of contract which requires a good amount of technical details, etc. to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the Part I technical bid evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain Technical & Un-priced Commercial Bid with document evidence as per Annexure – III, EMD of Rs 40,000/-. This envelope should be clearly marked “**Part I - Technical and Unpriced commercial bid**”, indicating Enquiry No, Magnetic Particle Inspection BHEL factory, Due Date, Address and Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**, duly filled and signed **Annexure IV** in inspection agency letter head. This envelope should be clearly marked “**Part II - Price bid**”, indicating Enquiry No., Magnetic Particle Inspection at BHEL factory, Due Date, Address & Reference of the Bidder.

Both the envelopes I & II shall be put in one cover, duly sealed, super scribing as Part I and Part II indicating Enquiry No., Magnetic Particle Inspection at BHEL Factory, Due Date, Address & Reference of the Bidder. The above tender (envelope containing Part I & II) should reach this office on or before the due date and time. Tenders received after due date and time will not be considered for evaluation. Tender should not be addressed to any Individual's name but only by designation to:

**Senior Manager / Quality Control,
Quality Department,
BHEL Ranipet – 632 406.**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures.

BHEL reserves the right to reject any offer without assigning any reason and also enter into contract with more than one Inspection Agency. **If the past performance of a vendor in any of the previous Purchase orders / contracts/ in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.**

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ANNEXURE - III**TECHNICAL BID**

Enquiry No. BAP:QC:NDT:MT:12 dtd 14/02/2013

SI No	TECHNICAL BID CRITERIA	Accepted / Not Accepted
1	QUALIFICATION CRITERIA (Proofs to be submitted along with technical bid).	
1.1	The NDE Inspection Agency should have a minimum of five years experience in Magnetic Particle Testing of butt welds, fillet welds and machined components using dry/wet method with Prod/Yoke equipments.	
1.2	Reference list of customers and performance certificate from customers (minimum one customer) with full contact details of contact person.	
1.3	NDE inspection agency should have a minimum of two numbers portable MPI Equipment (prod type) delivering current of 1000 Amps and one number yoke equipment	
1.4	Calibration of MPI equipments shall be current and ammeter calibration to be ensured.	
1.5	NDE Inspection agency should have minimum five inspectors with minimum qualification of Diploma in Mechanical Engineering / Degree in Science with certification in MT Level-II. They shall have minimum three years experience in Magnetic Particle Testing	
1.6	NDE Inspection agency should have valid approval from Small Scale Industries / other local government approval and copy of the same to be enclosed.	
2	TENDER REQUIRMENTS	
2.1	NDE Inspection agency should have an office in Ranipet and who don't have local office near to BHEL Ranipet shall establish an office in Ranipet before commencing the work after successful bidding.	
2.2	Contractor's personnel should prepare reports of MPI in BHEL's ORACLE systems / manual reports as per BHEL requirement.	
2.3	Contractor has to use consumables (BHEL approved) & BHEL will provide free power supply in location as exists. For Wet MPI of machined component contractor has to provide his own equipment (Yoke / Coil) and consumable as per requirement	
2.4	Copy of Approval obtained from BHEL units for Magnetic Particle Testing, if available to be enclosed by the vendor.	
2.5	The contractor must start the MPI work immediately after getting instructions from QC-NDTL persons. 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.	
2.6	Any retesting 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 technicians to be ensured by the contractor.	
2.7	Contractor shall provide inspectors for Normal Working Hours – 8 AM to 4.30 PM and 4.30 PM to 1 AM. In case of urgent / emergency work personnel should be available 24 hours. MPI has to be done on all working days in the mentioned working hours. There may be MPI requirement on Sundays and holidays also, whenever required.	

2.8	The contractor shall conduct Magnetic Particle 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 Magnetic Particle 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.	
2.9	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	
2.10	The Contractor shall maintain a register for all jobs tested and their status position along with daily job report on MPT work done.	
2.11	Contractor shall furnish photocopy of the ASNT Level II Certificate for the Technicians posted and produce the original during the negotiation.	
2.13	Audit and Penal Clause: 1. To ensure correctness in MPI inspection of our job, contractor had to offer completed jobs to BHEL at random as per instruction of BHEL Engineer. 2. If any deviations are found in audit check a penal charge of Rs 1,000/- will be imposed on the Contractor in addition to the recovery of payment made for wrong testing.	
2.14	Termination / Cancellation of Contract BHEL reserves the right to terminate the contract for any of the following reasons. 1. Non – Satisfactory Workmanship. 2. Any false statement given in the tender. 3. Not attending the work when required.	
2.15	Earnest Money Deposit (EMD) amount of Rs. 40,000/- (Rupees Forty Thousand only) in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Ranipet shall be sent along with your offer.	
2.16	Successful Contractor will have to provide a Security Deposit for 10% of the contract value as per clause 1.18	
2.17	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.	
2.18	Magnetic Particle Examination to be carried out as per BHEL NDE procedure or as per the instruction of NDTL personnel and consumables used shall be of BHEL Approved make.	
2.19	The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies	
2.20	All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.	
2.21	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.	
2.22	Price quoted should include all taxes and duties excluding service tax. Service tax to be quoted and will be reimbursed based on valid documentary evidence. The price will be firm and is applicable through out the contract period.	
2.23	No other pre conditions along with your offer will be entertained by BHEL.	

Encl: Supporting document proofs for all above Technical bid requirements shall be attached along with this annexure duly signed in Part I technical bid inner Envelope.

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

ANNEXURE – IV

PRICE BID

Sl No	Description	Scope of contractor	Scope of BHEL	Approx. Quantum of work.	Unit	Rate (in Rs) / unit	Total Cost (in Rs)
1	MPI testing of weld (using dry powder and prod type MPI equipment)	Consumables – Dry powder, Torch, Chalk etc.	MPI equipment (2 Nos) and power supply only	70,000	Metre		
2	Wet MPI on machined components and other parts.	Consumables & Equipment (Yoke / Coil)	Power supply only	500	Sq. metre		
Service Tax (Give Percentage and total Amount)							
Total Quoted Amount (in Rupees)							

Service Tax

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.

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

Pure Service not involving any supply of materials by contractor.

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.

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

General conditions of the contract

1. 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.

2. 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.

3. 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 fulfilling the condition of being licensed as a Contractor under State Legislation.

4. 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.

5. Law covering the contract

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

6. 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.

7. 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.

8. 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 effect any of the company's claims against the contractor.

9. 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.

10. 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.

11. 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.

12. Stamping the Agreement

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

13. 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.

14. 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.

15. Arbitration

Any disputes or difference or claim arising out of this contract shall be referred to the Executive Director of BHEL, Ranipet or his authorized representatives, whose decision shall be final and binding on both the parties.

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	<u>BANK BRANCH CODE</u>	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	YOUR EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)