

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

| | | |
|-----|---|---|
| 1. | Tender Ref No: | 9241600072 /14.05.2016 |
| 2. | Name of works | WORKS CONTRACT FOR ULTRASONIC TESTING (UT) OF BOILER COMPONENTS IN NDTL, BHEL-TRICHY FOR 2016-18. |
| 3. | Location of work | NDTL, BHEL - TRICHY |
| 4. | Period of contract | 24 months from the date of award of contract. |
| 5. | Earnest Money Deposit | ₹ 1 Lakh. |
| 6. | Tender Document details | A] Technical Bid Part-1A (Technical Bid-Qualifying Criteria) - 02 Pages Part-1B (Scope of Work and Technical Terms & Conditions) - 03 Pages. Part-1C (General Terms & Conditions of Contract) - 10 Pages Part-1D (Special Terms & Conditions of Contract) - 01 Pages B] Price Bid Part-2 (Price bid) - 01 Page. |
| 7. | Place of Submission of Tender Document along with EMD | Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014 |
| 8. | Last Date for Receipt of Tender | 10.06.2016 / 14:00 Hrs. |
| 9. | Date of Techno Commercial Bid Opening | 10.06.2016 / 14:30 Hrs. |
| 10. | Date of Price Bid Opening | Will be intimated separately to Technically qualified vendors. |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 10-06-2016 and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14.30 (IST) on 10-06-2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enq.No.

Note: 1. **Offer without EMD will be rejected**

2. **Offer with EMD in any form other than DD/Pay Order/One time EMD will be rejected.**

b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/ Enq.No.

c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 10-06-2016 at 14.30 Hrs. (IST).

Note:

1. The contract will be awarded for a period of 24 months from the date of ordering.
2. The rates shall be firm for the entire period of the contract and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as nonresponsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.
3. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.
4. **Evaluation of the offer shall be done on overall L1 basis.**
5. BHEL reserves the right to increase or decrease the tendered quantity depending upon the production plan variation that may arise then and there.
6. **BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)

A: Contractor Profile

| | | |
|----|--|--|
| 1. | Name of the Contractor | |
| 2. | Address | |
| 3. | Phone No. | |
| 4. | E-mail Address | |
| 5. | Authorized person's Name & Contact details for tender process correspondences. | |
| 6. | BHEL Vendor Code (If any) | |

TECHNICAL BID (QUALIFYING CRITERIA)

B: Qualifying Criteria:

| Sl. No. | Qualifying Criteria | DETAILS |
|---------|--|--|
| 1 | EMD DETAILS: (EMD Amount: ₹ 1.0 Lakh) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed) | AMOUNT : ₹ DD NO: DD DATE: ISSUING BANK : |
| 2 | Minimum Two years of experience (During last 7 years) in Ultrasonic Testing of Welds (Such as Butt, Full penetration corner & Tee welds)and Raw materials (Such as Steel Plates, castings. forgings pipe fittings & rounds). (Documentary proof which shall include at least one completion certificate to be attached) Note: Details of Company & contact persons w. r .t Completion Certificate to be furnished. | |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

| | | |
|--|--|--|
| 3 | <p>The vendor shall have Ultrasonic Flaw Detectors & Transducers from Internationally recognized companies like USN35, USN 60. USN 50. EPOCH IV, EPOCH IV PLUS, SITESCAN 330/230/130. Krautkramer or Omniscan and should be in a position to deploy two (2) equipments at BHEL, Trichy. (Details of minimum two equipments to be attached)</p> | |
| 4 | <p>Vendor shall have at least Four (4) Level II or Level-III operators trained & Certified as per ASNT/PCN. They shall have a minimum of 1 year experience in carrying out Ultrasonic testing. (Vendor shall submit the details of certified personals along with experience certificate)</p> | |
| 5 | <p>Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)</p> | |
| 6 | <p>PF Registration (Details & Self-attested copy to be furnished)</p> | |
| 7 | <p>ESI Registration (Details & Self-attested copy to be furnished)</p> | |
| 8 | <p>Service Tax Registration (Details & Self-attested copy to be furnished)</p> | |
| 9 | <p>Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract. (Annexure-1C)and Special Terms & Conditions of Contract (Annexure-1D)</p> | |
| <p style="text-align: right;">Contractor Signature</p> <p style="text-align: right;">Contractor Seal</p> | | |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IB

Name of Vendor:

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

| SL.NO | PARTICULARS | VENDOR's RESPONSE |
|-------|---|-------------------|
| 1.0 | SPECIAL CONDITIONS FOR ULTRASONIC TESTING OF WELDS AND MATERIALS | |
| 1.1 | The vendor is required to operate inside the Boiler Plant premises (HPBP and Unit II). | |
| 1.2 | The vendor should make his own arrangement for stay, transportation of equipment with accessories etc. to the place of works inside. | |
| 1.3 | Working Hours: May be required to work in two shifts 8.00 Am to 4.30Pm and 14.00 Hours to 22.00(Hours if necessary depending on necessity of work) Holidays and Sundays: When required the operators should work on holidays also. | |
| 2.0 | SCOPE AND REQUIREMENTS BY THE CONTRACTOR | |
| 2.1 | <u>Minimum No. of Flaw Detectors deployment:</u> The contractor should deploy AT LEAST TWO DIGITAL ULTRASONIC FLAW DETECTOR at any point of time. | |
| 2.2 | <u>DIGITAL ULTRASONIC FLAW DETECTOR:</u> from International companies like GE Inspection Technology, Olympus NDT, Sona Inspection, etc with models such as USN35, USN 60,USN 50.USN 52, EPOCH IV, EPOCH IV PLUS, EPOCH XT or SITESCAN 330 /230/130 | |
| 2.3 | <u>DIGITAL ULTRASONIC FLAW DETECTOR FREQUENCY & GAIN RANGE:</u> Equipment shall have the frequency range from 0.5 to 15 MHz and Gain 100-110 dB with gain dB steps of 0.5/1/2/6 <u>Battery operation:</u> The equipment shall be capable of being operated on rechargeable batteries. <u>Recording facility:</u> Digital flaw Detector should have recording facility- that stores CALIBRATION DATA and KEEP IN MEMORY OF all test data as warranted by individual tests and facility to recall such data for later review. | |
| 3.0 | <u>Equipment Calibration:</u> The equipment shall be calibrated as requirement of codes. | |
| 4.0 | <u>Ultrasonic transducers:</u> LIST OF PROBES & CABLES (with identification No.)shall be provided: (a) Probes used shall be from the same manufacturer as that of UT Flaw detector. (b) The probes and cables shall be compatible with the flaw | |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

| | | |
|-----|---|--|
| | detector and the probes and blocks employed for testing should have individual identification and serial No. to distinguish from similar materials available with BHEL. | |
| 5.0 | Standard Calibration Block: The contractor should possess and deploy standard calibration blocks with identification No- IIW Steel Block (VI- Type I Or Type II)& V2 Steel Block Miniature | |
| 5.1 | STANDBY ULTRASONIC EQUIPMENT: The contractor shall make alternate arrangement to carry out and complete the work offered during peak load. PRODUCTION WORKS SHALL NOT SUFFER due to BREAKDOWN OF EQUIPMENT/ non-availability of manpower. | |
| 5.2 | <u>Qualification and Scope of work by NDT Operators deployed at BHEL:</u> (a) The operators shall be qualified NDE Personnel certified to Level-II/III for Ultrasonic Testing as per ASNT/ PCN. (b) The operators shall be Degree / Diploma in Mech/ Engg. In case of higher secondary passed candidate, he/she must have a minimum of three years experience. A viva-voce will be conducted after the award of contract for all the technicians (deputed to BHEL) to find out their performance capability. (c) The operators should be capable of carrying-out the tests independently as per BHEL NOT procedures. Technique Sheets and issue test reports in formats approved by BHEL. (d) The test results shall be recorded in a log book register maintained by NDTL at different work centers for further generation of reports through SAP. (g) The UT tested jobs shall be identified for the status of test results In the case of welds, a punch mark / Paint mark or a sticker near the weld shall be used to indicate the acceptable / rejection / repair of the weld. | |
| 5.3 | <u>Technical & personnel Requirements:</u> 1) Name of the firm: 2) Address: A) Details of Technical personnel employed (copies of valid certificates to be enclosed) B) Details of Ultrasonic equipment and accessories available with the firm: (Documentary proof to be enclosed) C) Documentary proof to be enclosed for the similar work carried-out by the firm during the last 2 years. | |
| 5.4 | <u>Deployment of Number of UT Operators:</u> The contractor shall deploy minimum four Level II/III Qualified and Experienced operator for inside shop floor testing. | |
| 6.0 | Vendor shall have registered their firm with BHEL and got approved and Copy of the same shall be enclosed. Those firms which are not approved by BHEL shall also participate provided | |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

| | | |
|-----|--|--|
| | they meet all requirements of technical specification. | |
| 7.0 | <p><u>Arrangement for couplant, etc:</u></p> <p>The contractor should arrange for couplant- oil, grease etc. and possess necessary accessories such as spare battery packs, cables. Probes, IIW Blocks ((with calibration certificates from National Accredited calibration centers) and Angle beam miniature blocks etc., which are required for interruption free operation. After the test, the cleaning of the couplant has to be done.</p> | |
| 8.0 | <p><u>BHEL SCOPE:</u></p> <p>A) Test blocks to be used for examination of materials and welds to establish DAC/DGS curves etc. for each test situation will be under BHEL scope.</p> <p>B) Test procedures and Technique Sheets.</p> <p>C) Witness of the calibration and Ultrasonic testing on each item.</p> <p>D) The copy of procedures by which tests shall be conducted will be issued by NDT to subcontractor.</p> <p>E) Arrange for the customer witness as per Quality plan.</p> | |

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

ANNEXURE-IB

Name of Vendor:

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **AGM** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **AGM** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (Valves) authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the *NEGOTIABLE INSTRUMENTS ACT* as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the BHEL regulations.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

5. Assignment of Transfer of Contract:

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Security Deposit:

(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

| | | |
|----|---------------------------------------|--|
| a) | Up to Rs. 10 Lakhs | 10% of PO Value |
| b) | Above Rs.10 Lakh & Up to Rs. 50 Lakhs | Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs |
| c) | Above Rs.50 Lakh | Rs.4 Lakh + 5% of the amount exceeding Rs. 50 Lakhs |

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

(2) Security Deposit has to be deposited within 15 days of LOI/WO. Else may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, 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.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

10. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area AGM shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

11. Labour:

1. The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936.
2. Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor to obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to labours as:
 - a) Unskilled : Rs. 3200/
 - b) Semi-skilled : Rs. 3700/-

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

c) Skilled : Rs. 4100/-

6. The contractor should bring contract Worker to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
7. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
8. The workmen of contractor should be covered under PF, ESI.
9. Bonus @ 8.33 % of total wage to be paid to workmen.
10. Attendance register should be maintained by the contractor.
11. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

12. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **AGM** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. Laws Governing the Contract:

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

15. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

18. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm IS dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. Submission and Processing Of Bills:

Payment of Bills:

1. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by shop.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **AGM** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

20. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

- d) If the Contractor is not registered then a declaration shall be submitted along with offer that they are within the threshold limit.

21. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **AGM** 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 the foreclosing of the work.

22. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

23. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

26. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **AGM** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

27. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

29. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
3. The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract workmen. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. The contractor should educate the contract workmen in registering the attendance through the system.
6. Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
7. If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
8. On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

11. The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

30. Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan.
10. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
11. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
12. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
13. Also the contract will be executed through other contractors and any additional cost incurred will be recovered from any of their dues.
14. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.

31. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

33. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

ANNEXURE-ID

PART-I (TECHNO COMMERCIAL BID)

Name of Vendor:

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 CRITERIA FOR AWARD OF WORK:

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".

The criteria for award of work shall be overall L1 basis.

2.0 FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

2.1 "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

2.2 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

2.3 The business rules for Reverse Auction (RA) are as follows:

- i) Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- ii) BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- iii) Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- iv) Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- v) Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
- vi) BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- vii) RA shall be conducted on a pre-determined Date and Time.
- vii) At the end of RA, the lowest Bid Value will be known on the Network.
- viii) Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
- ix) Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

Contractor Signature

Contractor Seal

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

PART-II - PRICE BID

Name of Vendor:

| Sl. No. | Nature of work Description | UOM | Approx. Qty. (a) | Rate (/UOM) (b) | Sub Total (c) (c=a*b) |
|-------------------------------------|---|----------|------------------|-----------------|-----------------------|
| 1 | UT of Plates and Fittings using St. beam & Angle probe -4 Scanning direction | Sq. Mtr. | 1900 | | |
| 2 | UT of Butt welds in Headers ,Piping and Valve Assembly-9 scanning direction | Mtr | 7500 | | |
| 3 | UT of Butt welds in Drums of Steam generators-18 scanning directions | Mtr | 700 | | |
| 4 | UT of Full throat Nozzles in Drums and Suction Manifold 5 Scanning directions | Mtr | 300 | | |
| 5 | UT of Full penetration corn welds in Headers, Drums a Valves-2 scanning direction | Mtr | 3000 | | |
| 6 | Induction Pressure Welds- Max Dia-63.5mm-Tube butt joint-2 scanning directions | Mtr. | 10000 | | |
| 7 | Raw Material-Forged Bars- 6 scanning directions | Sq. Mtr | 500 | | |
| 8 | Stellite overlay on wedge /disc /seat ring-only Normal probe-2 directions | Mtr. | 100 | | |
| Total value (Excluding Service Tax) | | | | | |
| Service Tax @..... % (c) | | | | | |
| Total value (Including Service Tax) | | | | | |

Contractor Signature

Name of Woks: Works Contract for Ultrasonic Testing (UT) of boiler components in NDTL, BHEL-Trichy for 2016-17.

Enquiry No: 9241600072 /14.05.2016

Contractor Seal