

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 Radiographic 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: Radiographic Inspection work at BHEL Fabrication Plant, Jagdishpur on weld joints of fabricated items for a period of one year by deploying necessary equipments, tools, consumables, qualified personnel including transportation, travel expenses, accommodation at site etc..
- 1.3 Quantity: Estimated quantity in square inch is as per NIT price bid formats. Quantity may vary to any extent for each item limited to $\pm 30\%$ of the contract value. 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.
- 1.4 Radiographic Examination to be carried out as per BHEL NDE procedure / customer issued procedures or as per the instruction of Engineer-in-charge.
- 1.5 Contractor shall submit approval certificate from BARC/AERB, Govt. of India for conducting radiography test within the premises of BHEL/FP Jagdishpur.
- 1.6 The Contractor shall commence testing within 48 hrs of intimation from BHEL.
- 1.7 Test reports: Contractor shall conduct tests, evaluate and submit test report of radiographic examination in an 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.
- 1.8 The consumable used shall be of BHEL Approved make.
- 1.9 The procedure of radiographic examination should be approved by BHEL/BHEL Customer.
- 1.10 **The Contractors are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.**

2.0 CONTRACT PERIOD

- 2.1 The period of contract will be one year from the date of issue of LOI / WO.
- 2.2 The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies.

Handwritten signature/initials

3.0 INVOICE & PAYMENT

3.1 The contractor will submit monthly bills in three copies for the certified quantum of RT carried out along with films and two sets of test reports. BHEL Executive will be the certifying authority.

3.2 Payment

- (a) 80 % on completion of tests and submission of reports on monthly basis.
- (b) 15 % after acceptance of reports by BHEL Customer.
- (c) 5 % on completion of the contracted WO.

3.3 Payment will be made through Electronic Fund Transfer / RTGS Transfer. E-payment Format to be filled before payment.

4.0 PENALTY

4.1 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 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.

TERMS AND CONDITIONS OF THE CONTRACT FOR RADIOGRAPHIC EXAMINATION

- 7.1 NDE Inspection agency should have minimum 3 years of experience in the Radiography testing of welds as per international codes and standards such as ASME Section V, VIII etc.
- 7.2 One Radiography Camera of the contractor should be housed in BHEL exclusively for our work. However on request the camera may be taken out, whenever there is no work. This may be allowed only when it does not disturb any of our work.
- 7.3 Contractor has to use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing.
- 7.4 The exposures taken must be developed and made ready for evaluation within 3 days of conducting testing.
- 7.5 Contractor should deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.
- 7.6 Contractor shall submit the details of all the equipments and technical facility available with him.
- 7.7 Contractor will submit the photocopy of the certificate of approval by AERB for certified radiographers and site in charge, and produce the original during the negotiation if he is called. Contractor should ensure that the validity of personnel is maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.
- 7.8 The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies.
- 7.9 The contractor shall arrange his own radiography camera and film processing equipment for the dark room.
- 7.10 Contractor should ensure all the safety aspects & OHSAS requirements.
- 7.11 The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.
- 7.12 The contractor shall employ trained technicians who shall be in the film badge services of BARC and the statutory rules and regulations stipulated by BARC shall be observed very strictly by the contractor.
- 7.13 Contractor shall replace the source as and when it gets reduced below 3 curies.
- 7.14 Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.



7.15 Contractor shall mark the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.

7.16 Contractor shall provide RT Camera along with operator for Normal Working Hours - 8 AM to 5.00 PM and 5.00 PM to 1 AM (as and when required by BHEL for Radiography of jobs). In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required

8.0 Termination / Cancellation of Contract

BHEL reserves the right to terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of

- a) Contractor's continued poor progress.
- b) Withdrawal from or abandonment of the work before completion of the work.
- c) Corrupt or illegal act of the Contractor.
- d) Insolvency of the Contractor.
- e) Persistent disregard of the instructions of BHEL.
- f) Assignment, transfer, subletting of the contract work
- g) Non-fulfillment of any contractual obligations.
- h) Non - Satisfactory Workmanship.
- i) Any false statement given in the tender.
- j) Not attending the work when required.

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





**BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR**

ANNEXURE - I

Tender Enquiry BHEL/FP/TE/TE/RT/02

Dt. 02.06.2015

SI No.	PRE-QUALIFICATION CRITERIA (Proof to be submitted)	Accepted / Not Accepted
1.1	NDE Inspection agency should have a minimum 3 years of experience in the Radiography testing of welds as per international codes and standards such ASME Section V, VIII etc.	
1.2	Contractors should have valid License for handling and operation of Industrial Radiography Exposure devices.	
1.3	Contractor should have minimum two IR-192 and one CO-60 sources camera approved by AERB / Mumbai. (proof to be produced)	
1.4	Contractor should have minimum two certified radiographers, one site in charge, 1 RSO (Radiation Safety Officer) for the site.	
1.5	Contractor will deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.	
1.6	Enrollment details of radiographic workers with BARC for film badge service.	
1.7	High Intensity illuminator with intensity control, Calibrated ASTM Image Quality Indicators, Calibrated density strip / Densitometer shall be available.	
1.8	Details of similar work carried out by the NDE Inspection agencies.	
1.9	Contractor shall submit approval certificate from BARC/AERB, Govt. of India for conducting radiography test within the premises of BHEL/FP Jagdishpur after award of contract.	
2	TECHNICAL BID CRITERIA	Accepted / Not Accepted
2.1	The Contractor shall commence testing within 48 hrs of intimation from BHEL.	
2.2	Copy of approval for Radiographic Testing from any BHEL units (if available).	
2.3	Contractor has to use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing of films.	
2.4	The exposures taken must be developed and made ready for evaluation by within next 3 days of testing.	
2.5	Contractor should ensure that the validity of certified personnel's are maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.	

2.6	The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies, other BHEL units.	
2.7	Contractor should ensure all the safety aspects & OHSAS requirements.	
2.8	The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.	
2.9	Contractor confirms payment terms, penalty terms	
2.10	Contractor will replace the source as and when it gets reduced below 3 curies.	
2.11	Earnest Money Deposit (EMD) amount as per NIT in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Jagdishpur shall be sent along with your offer	
2.12	Contractor shall provide RT Camera along with operator for Normal Working Hours - 8 AM to 5.00 PM and 5.00 PM to 1 AM (as and when required by BHEL for Radiography of jobs). In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required.	
2.13	Contractor will have to deposit Security Deposit amount before commencement of work.	
2.14	Termination / Cancellation of Contract BHEL reserves the right to terminate the contract for any of the reasons laid down as per Cl.8.0 of Section – II.	
2.15	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.	
2.16	The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agency.	
2.17	All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.	
2.18	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.	



SI No.	TECHNICAL BID CRITERIA	Accepted / Not Accepted
2.19	No other pre conditions along with your offer will be entertained by BHEL.	
2.20	Contractor shall ensure all safety precautions in accordance with AERB regulations.	
2.21	Marking the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.	
2.22	Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.	
2.23	Contactar shall confirm acceptance of Reverse Auction (RA) process	
2.24	Un-priced bid to be submitted as per price bid format	

Signature with Seal of
Authorized signatory of Contractor



10. 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.

11. 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.

12. 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.

13. 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.

14. Law covering the contract

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

15. 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.

16. 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.



17. Cancellation of contract 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.

18. 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.

19. 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.

20. 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 whatsoever or property, including all claims which may arise under workmen's compensation Act or otherwise.

