



Renjith K
Engineer / QC (NDTL)

Bharat Heavy Electricals Ltd

(A Govt. of India Undertaking)

Boiler Auxiliaries Plant
RANIPET - 632 406(INDIA)

Phone No: (04172) - 284455

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BAP: QC: NDT:MT: 10
14-March-11

To:

All registered inspection agencies (approved for MT)

Dear Sirs,

Sub: Enquiry for Magnetic particle inspection work at our shop floor

We are in the process of outsourcing Magnetic Particle Inspection work at our shop floor and open yards inside the factory premises at BHEL Ranipet for a period of two years from 01/04/2011 to 31/03/2013. The quantum of MPI for two years 2011-2013 will be for a length of 95,000 metres of weld (dry method) and 500 sq metre of machined surface (Wet MPI) approximately. BHEL will provide free power in location as exists for operating the MPI equipment. The contractor has to provide ASNT Level-II MT certified manpower along with MPI equipment_(for wet type only) and consumables of BHEL approved make.

You are requested to give your most competitive rates with service tax and educational cess applicable in a sealed cover on per meter length basis for dry method and per sq. meter basis for wet method (refer price bid). The sealed cover has to reach us by 25th March 2011 before 15.00 Hrs. The tenders will be opened on the same date after 15.00 hrs.

The envelope shall be superscribed as “**NDTL Tender for MPI 2011-2013**” addressed to Shri Renjith K, Engineer (QC - NDTL), BHEL Ranipet - 632 406

Thanking you,

Yours Faithfully
For BHEL, Ranipet

(RENJITH K)

Engineer (QC - NDTL)

Encl: Tender Conditions

CC: Manager / Finance - The above enquiry was sent to all registered inspection agencies. Kindly nominate your (Finance) representative for tender opening on 25/03/2011.

BHARAT HEAVY ELECTRICALS LIMITED
RANIPET 632 406

Tender Conditions for MPI in Shop Floor 2011-2013

We are manufacturing boiler auxiliaries, which calls for Magnetic particle inspection of fillet welds, butt welds and plug welds of Fans, Air pre-heaters, Gates, Dampers and other structural components on the shop floor and open yard inside the factory premises. If required BHEL may offer inspections at locations around Ranipet. Also wet Magnetic particle inspection has to be carried out on certain machined components either using yoke / coil as per the instruction of concerned NDT person

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.

Approximate Quantum for the year 2011-2013 – 95,000 meters of Weldments and 500 square meter of machined components (Wet MPI). However minimum quantity is not assured.

CONDITIONS

- 1) **Contractor should have a local office in Ranipet with a telephone facility and supervisor.**
- 2) **Only registered inspection agencies need to apply for the present tender. In case of other inspection agencies, they have to get themselves registered first and will be considered for BHEL's future requirements.**
- 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
- 4) The contractor must start the MPI work immediately after getting instructions from QC-NDTL persons.
- 5) Contractor will post adequate ASNT Level II certified MPI inspectors for the work. 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 to be carried out by the contractor.
- 6) 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.
- 7) It is the responsibility of the Contractor to paint or punch or chalk mark the acceptance by the company on each job.
- 8) The Contractor shall maintain a register for all jobs tested and their status position along with daily job report on MPT work done.
- 9) Contractor will furnish photocopy of the ASNT Level II Certificate for the Technicians posted and produce the original during the negotiation.

10) 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.

- 11) Contractor will furnish documentary proof of his previous experience.
- 12) In case the contractor has worked for any other BHEL units, documentary evidence for the same may be furnished.
- 13) The equipment of contractor shall have current calibration and the contractor shall maintain the equipment in good working condition to facilitate smooth inspection.

Terms of Payment

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. Payment will be made in 30 – 45 days time from the date of submission of bills with necessary documents..

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.

Validity of Contract

The contract will be valid for a period of two year and extendable for one more year with the same rates, terms & conditions.'

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**ANNEXURE – I**

**PRICE BID**

| Sl No | Description                                                          | Scope of contractor                   | Scope of BHEL                          | Unit         | Rate (in Rupees) / unit |
|-------|----------------------------------------------------------------------|---------------------------------------|----------------------------------------|--------------|-------------------------|
| 1     | MPI testing of weld (using dry powder and prod type MPI equipment) – | Consumables – Dry powder              | MPI equipment (2 Nos) and power supply | Metre        |                         |
| 2     | Wet MPI on machined components and other parts.                      | Consumables & Equipment (Prod / Coil) | Power supply only                      | Square metre |                         |

Signature of the contractor

Details of applicable taxes

1.

2.

## **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 furling 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 Sr. Dy. Gen. Manager, Quality Control or his authorised 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 Sr. Dy. Gen. Manager/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 Sr. Dy. Gen. Manager/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 Sr. Dy. Gen. Manager/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 Sr. Dy. Gen. Manager/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 Sr. Dy. Gen. Mgr/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 Sr. Dy. Gen. Mgr./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.

#### **15. Arbitration**

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