

NOTICE INVITING TENDER DOCUMENT

FOR

**WORKS CONTRACT FOR ERECTION AND COMMISSIONING
WORK OF POWER FACTOR CORRECTOR AT ONGC
AHMEDABAD**

NIT No.: CXX/2020-21/03/ONGC/AHD

DTD. 14.08.2020

DUE DATE AND TIME: 04.09.2020, 1100 HRS



BHARAT HEAVY ELECTRICALS LTD.
Control Equipment Services Department (CXX)
Block-3 Annexe, WWGF
Piplani, BHOPAL - 462 022



BHARAT HEAVY ELECTRICALS LTD., BHOPAL - 462022
CONTROL EQUIPMENT SERVICES DEPT. (CXX)
0755- 2503357/3080

email : srai@bhel.in
namitprakash@bhel.in

To,

From : SANJAY RAI. Sr. DGM (CEE & CXX),
BHEL BHOPAL – 462 022

Ref : **CXX/2020-21/03/ONGC/AHD**
Date : 14.08.2020

By Registered Post / By E-mail / By Hand/Press Tender

NIT NO.: CXX/2020-21/03/ONGC/AHD

Date: 14.08.2020

**SUB: WORKS CONTRACT FOR ERECTION AND
COMMISSIONING WORK OF POWER FACTOR CORRECTOR
AT ONGC AHMEDABAD**

Dear Sirs,

1. Sealed Bids are invited as per Terms & Conditions enclosed from qualifying bidders
2. Deputation to the site shall be on daily rate basis, as per T&C of NIT.
3. The Bids shall be in 2-part system i.e. Part-1 “Techno-Commercial Bid” and Part-2 “Price Bid”, both to be sent in separate sealed envelopes and dispatched in a single packet. The outer packet cover shall be inscribed with:

NIT No. : CXX/2020-21/03/ONGC/AHD **DUE DATE: 04.09.2020**
PROJECT: WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF
POWER FACTOR CORRECTOR AT ONGC AHMEDABAD

Inner envelopes shall be inscribed with:

PART-1: TECHNO-COMMERCIAL BID

NIT No. : CXX/2020-21/03/ONGC/AHD **DUE DATE: 04.09.2020**

PROJECT: WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF
POWER FACTOR CORRECTOR AT ONGC AHMEDABAD

PART-2: PRICE BID

NIT No. : CXX/2020-21/03/ONGC/AHD **DUE DATE: 04.09.2020**

PROJECT: WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF
POWER FACTOR CORRECTOR AT ONGC AHMEDABAD

The Bid should be addressed to:

In-Charge, Tender Room, Administrative Building,
BHEL, Piplani
BHOPAL – 462022

4. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure of overwriting shall be valid only if they are attested under full signature(s) of

person(s) otherwise bid shall be liable for rejection. All overwriting, cutting etc will be numbered by bid opening officials and announced during bid opening.

5. Format for Part-1 Techno-Commercial Bid provided with the tender in Annex. – C is to be filled-up mandatorily and required enclosures attached.
6. The Bid must reach us sufficiently before **1100 hrs on 04.09.2020** and the Part-1 Techno-Commercial Bid will be opened on **04.09.2020** at **1400 hrs.** in the presence of those representatives of the bidders having authority letters from their companies.
7. **The Bid envelope should be inside the tender box (Green colour)** available in Tender room at Ground Floor, Administrative Building before 1100 hrs. on 04.09.2020. Bid received after 1100 hours shall be considered as late tender and is liable to be rejected.
8. Earnest Money (EMD) of Rs. 6197/- as mentioned in Annex. – A: **The EMD is to be paid either (i) by online mode as per clause 20 of NIT above (e-Payment) and/or (ii) in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).** No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of unsuccessful bidder shall be returned after award of work to successful bidder (techno-commercial cleared L1 bidder). If the bidder has already deposited one time EMD of Rs. 5 Lakhs with BHEL Bhopal, they are exempt from paying EMD for this tender.
9. Tender Fee of Rs 500/-+GST (Rs. One Thousand only) to be **deposited online only and deposition slip (generated online)** to be sent along with the Bid inside the envelope containing Part-1 Techno-Commercial Bid. Bid received without Tender Fee is liable to be rejected. The Tender Fee shall be non-refundable. Amount deposited other than online mode is not acceptable, Refer point no.20 for process of online deposition.
10. **The enclosed scope of work, as detailed in the tender, covers only the major work / activities. In addition, if any other related activities for the completion of job are needed, as per general maintenance requirement and site conditions, they have to be carried out at site.**
11. Penalty for delay shall be as per LD Clause (Cl. 1.5 in Annex. – A & Cl. K in Annex. – B).
12. It will be in the interest of the contractor to visit the site before submitting the Bid to have clear idea about the site conditions, location and existing state of the equipment etc. Contractor shall provide prior information to BHEL.
13. BHEL is not responsible for the tenders/ bids lost / delayed in transit / by post etc. Any Bid reaching this office after due date & time or without EMD & Tender Fee will not be considered.
14. The selected Contractor will have to mobilize their team (Reporting at site) with all prerequisites within 7 days of the issue of the Letter of Intent / Work Order or advise for starting work from our end, whichever is later.
15. **Bid not received in line with the tender enquiry is liable to be rejected.**
16. It is requested that only authorized representative of the bidder attends the tender opening.
17. All tools & instruments and their mobilization is Contractor's responsibility. Contractor shall ensure use of only calibrated Inspection / Measuring / Testing Equipment conforming to national standards. Valid calibration certificate shall accompany these IMTEs.
18. "Code for Safety Management at Services Sites" in Annex. – E and "Statutory Liabilities of the Contractor" in Annex. – F are to be accepted by the party for qualifying in Techno-Commercial bid.
19. **Part-2 Price bids of only those parties will be opened who qualify in the Techno-Commercial bid.**
20. In order to minimize cash handling, faster collection of money receipt and also to provide ease and comfort of payment from their own place for depositors; an online facility through SB-Collect has been implemented. It is for depositing amount for getting various types of services from BHEL Bhopal viz. Tender cost, Earnest Money Deposit, Security Deposit etc., Complete details are available under tag "online e-payment" on internet. Same page may also be viewed by clicking over the following link:
<http://www.bhelbpl.co.in/qcins/iccs.htm>

Details of developed templates are available on bank site. For first time user "Help Documents" is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to

type of deposit, demo with the template is also available on respective page mentioned on page no 2 of the help documents.

It is expected from the depositor(s) to understand the process first from the help document bank site before proceeding to deposit.

Path:

1. <http://www.bhelbpl.co.in/qcins/iccs.htm>
2. [Proceed Direct to Bank Site for payment](#)
3. Accept the T&C and proceed.
4. Select State- Madhya Pradesh
5. Select Industry
6. Select Industries name as Bharat Heavy Electrical limited Bhopal
7. Select Payment Category – Tender Fee/ EMD/ SD etc.
8. Fill the details and Deposit the amount.

21. After receipt of work order contractor has to sign a Contract Agreement on Rs.500/ Stamp Paper, covering all terms and conditions of the work order, Stamp duty charges to be borne by contractor.
22. Relaxation on prior turnover criteria shall be applicable for Startups (full exemption) and Micro & Small Enterprise bidders (50%) under Clause 4 of Notification issued by Government of India attached at Annex-L, Registration Certificate (under applicable clause) for Startups/Micro/Small Enterprises to be submitted by bidder. The relaxation mentioned shall be applicable to Pt. 16 as well as Pt. 17 of Annexure C of this NIT.

Thanking You,

Yours faithfully,

For and on behalf of BHEL



(Sanjay Rai)

Sr. DGM (D) (CEE/ CXX)

Encl:

1	BHEL Commercial Terms & Conditions	Annex. – A
2	Scope of Work, Technical Details	Annex. – B
3	Techno-Commercial Bid Format	Annex. – C
4	Price Bid Format	Annex. – D
5	Code for Safety Management at Services Sites	Annex. – E
6	Statutory Liabilities of the Contractor	Annex. – F
7	Brief Description of Activities Involved	Annex. – G
8	Qualifying Criteria & Special Conditions	Annex. – H
9	Guidelines for compensation in case of Death/ Permanent Total Disablement	Annex. – I
10	Guideline for GST	Annex. – J
11	Arbitration Law	Annex. – K
13	MSME Relaxation Circular	Annex. – L

Annexure – A

1.0 BHEL COMMERCIAL TERMS & CONDITIONS		CXX/2020-21/03/ONGC/AHD
1.1	Terms of Payment	<ul style="list-style-type: none"> • No mobilization advance is payable. • Payment shall be made on per visit basis in the following manner: • 100% payment after each visit (supported with MOM / certification by BHEL/Customer) together with invoice for completed activities. • Payment shall be made within 60 days from the date of receipt of clear Invoice with supported documents. In case of MSME Contractors, payment shall be released within 45 days. • SD deducted shall be returned 90 days after completion of work and acceptance by M/s BHEL.
1.2	Deduction of Income Tax / Payment of GST	<p>All payments are subject to Income Tax deduction as per prevalent rate of the bill amount at source as per Central Government Laws. BHEL shall issue appropriate certificate in this regard.</p> <p>GST as applicable, shall be payable extra at the prevailing rate upon proof of payment.</p>
1.3	Earnest Money Deposit (EMD)	<p>EMD is essentially to be deposited by each bidder:</p> <p>EMD amount for this NIT is Rs. 6197/-</p> <p>The EMD is to be paid either (i) by online mode as per clause 20 of NIT above (e-Payment) and/or (ii) in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of un-successful bidder shall be returned after award of work to successful bidder (techno-commercial cleared L1 bidder). If the bidder has already deposited one time EMD of Rs. 5 Lakhs with BHEL Bhopal, they are exempt from paying EMD for this tender.</p>
1.4	Security deposit (SD)	<p>SD is essentially to be deposited by the successful bidder @5% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected</p> <p>balance SD may be accepted in the following forms (after adjusting the EMD amount) :</p> <p>i) Electronic Fund Transfer in favor of BHEL as per clause 20 above.</p> <p>ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</p> <p>iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</p> <p>(Note: 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</p> <p>(v) online as per clause 20 of NIT above (e-Payment).</p>
1.5	Penalty Clause	Refer Clause Annexure B Clause K

All other terms and conditions shall be governed as per NIT details and its Annexures signed and submitted by the bidder with the Bid and subsequent clarifications / confirmations, if any.

SCOPE OF WORK & TECHNICAL DETAILS OF	WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF POWER FACTOR CORRECTOR AT ONGC AHMEDABAD
EXECUTING AGENCY	BHEL, BHOPAL: CEE – CXX DEPT.

A. SCOPE OF WORK AND BRIEF DESCRIPTION OF ACTIVITIES INVOLVED:
Please Refer Annexure – G for brief scope of work.

B. OBJECTIVE OF THE PROJECT:

Site services for Erection and Commissioning work of POWER FACTOR CORRECTOR at ONGC Ahmedabad.

C. RIG/ SITE DETAILS:

Contractor has to complete the work at Rig site/ yard of M/s ONGC Ahmedabad. Being mobile equipment location of Rig keep on changing based on deployment. BHEL shall not make any payment on account of change in Rig site location.

D. LIST OF TOOLS TO BE CARRIED BY CONTRACTOR:

- A. Solder Iron & Desolder Pump with consumable.
- B. Hand Drill machine.
- C. Multimeter
- D. 1000 V Megger
- E. Electrician General Tools (Screw Driver Set, Spanner Set, LN Key Set, Tester, Socket Set, Wire Stripper, Crimping Tool etc.)
- F. Resistance Box with One Set of resistances
- G. Measuring Tools, Torch Light, insulation Tape etc.
- H. Jigsaw machine, grinder etc.
- I. Crimping tool for BCH Plugs/ Sockets, 20 Pin Pyle Sockets.1000A Pyle sockets etc.
- J. Any other tool required for commissioning at rig site.

E. TERMS & CONDITIONS:

1. Contractor shall make deputation as per call given by BHEL, maximum within 7 Days of period.
2. The daily rate charges shall be paid for the period(s) of actual working at site, based on the Time Sheets / Certification by BHEL / Customer / Site Representative, as per the <u>Daily Rates</u> finalized.
3. Journey DA: Fixed DA charges @ <u>Rs 256/- per day</u> towards travel / journey time shall be paid. For part- hours journey period payment shall be made based on: (a) 3-6 Hrs = ¼ DA, (b) 6-12 Hrs = ½ DA (c) More than 12 Hrs shall be Full DA.
4. The person(s) called for at BHEL or deputed to site will make his/their own arrangement

for stay / lodging & boarding.
5. After job completion, the contractor shall submit the Invoice for number of days worked at site, along with other vouchers.
6. The Contractor will make his own arrangement for the necessary insurance of his (i) personnel (ii) instruments / tools / tackles, test eqpt against accidents, damage, theft or fire etc. Necessary workmen compensation insurance is contractor's responsibility.
7. The contractor shall carry out and complete the specified work(s) to the entire satisfaction of BHEL.
8. BHEL shall not reimburse any expenses towards (i) insurance cover for contractor's Persons deputed for site work, tools, instruments etc (ii) any medical expenditure (iii) transport of his tools / instruments, personal luggage etc.
9. Rly Journey: To and Fro railway fare equivalent to II-AC incl. Tatkal Chgs., if paid, will be reimbursed for Graduate Engineer and III-AC incl. Tatkal Chgs. will be reimbursed for Diploma and ITI holders from Bhopal or Registered Office of the party to the place of deputation. Journey particulars (Train Name, Train No. Tkt No., Stn From, Stn To, Distance, Date & Time of Departure, Date & Time of Arrival, Fare etc.) to be furnished with the bills / invoices.
10. Road Journey: Where train journey is not available / more time consuming for waiting train , Road travel charges shall be reimbursed @ Rs 5/- per Km
11. Local Conveyance: (i) Conveyance to the site from the stay place, re-imbursement @ Rs 160/- per day shall be permitted. For GHA within the Factory premises provided by Customer, this shall not be paid. (ii) Local conveyance to / from Place of Residence / Hotel / GH from / to Rly. Station / Bus Stand shall be Paid @ Rs. 160/- per trip
12. Depending on requirement, the contractor may have to depute his person(s) even on 24 hours' notice (to leave HQ), as per BHEL requirement to attend site work.
13. Drawing, Schemes/ Wiring shall be provided by BHEL for successful bidders during deputation at site.
14. Contingency purchases: Contingency re-imbursement against expense of Gas charging of DC-PCR Air-conditioners, Fabrication of plates/channels, provision for procurement of Hardware, minor electrical items, tools/ paint/thinner for touch up, cable /wire, lugs ferrule/ Telephone / Internet & courier charges etc. can be purchased with approval of BHEL and shall be reimbursed limited to Rs. 6000/- subject to production of Bill and certification by BHEL.

F. CONTRACT VALIDITY & REVIEW OF PERFORMANCE:

1. Contract shall be valid for a period of 18 months from the date of signing of contract with successful bidder.
2. BHEL may short close the contract without assigning any reason.
3. BHEL shall appraise the performance of the contractor during testing, commissioning and functioning of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations BHEL reserves the right to even terminate the contract unilaterally.

G. CONFIDENTIALITY:

The Contractor shall not mis-utilize, issue to others any confidential information like Schemes / Drgs, Manuals, Instructions etc pertaining to the BHEL equipment / system nor shall attend to any site complaints for the said Equipment directly on private basis during the tenure of contract.

H. STATUTORY LIABILITY & ADHERANCE TO SAFETY MANAGEMENT CODE:

Where the Contractor Company has employed workers for these services, the enclosed Statutory Rules / Regulations viz. "Code for Safety Management at Services Site" and "Statutory Liabilities of the Contractor" (vide **Annexures - E & F**) are to be accepted and followed by the party and feedback against compliance to be provided to BHEL.

The contractor shall defend & hold the BHEL, M/s ONGC or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.

I. QUALIFICATION CRITERIA & SPECIAL CONDITIONS: Refer Annexure-H.

J. CONTRACT VALUE:

Total Number of days (tentative) for which site work is required is mentioned in price bid, all the factor as mentioned in clause E of annexure B shall be considered for arriving at contract value. The total contract value shall be comprising tentative Mandays, to & fro Train journey from respective HQ, local conveyance, Journey, Contingency charges etc. as mentioned in Cl. E of Annexure B above.

K. TIME FRAME & PENALTY:

Penalty in the following cases shall be applicable:

- 1- Supplier shall have to report at site within 07-day notice provided to them. Wherever the delay is due to mobilization by contractor a sum of Rs. 500/- Per day, after 7 days' notice, shall be recovered as Penalty.
- 2- Whenever customer reports from site for the delay /poor execution of work and this delay/poor execution is attributable to Contractor, a sum equivalent to 0.5% PER WEEK of Contract Value shall be recovered as Penalty for each visit.

Certification for delay in deputation and delay/poor execution of work at site shall be given by BHEL and shall be final. Total Penalty shall not exceed 10 % of the contract value.

PART – 1 TECHNO-COMMERCIAL BID **DUE DATE: 04.09.2020**

**WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF
POWER FACTOR CORRECTOR AT ONGC AHMEDABAD**

1.	NAME OF BIDDER & POSTAL ADDRESS WITH PIN CODE			
2.	CONTACT PERSON(S) PHONE / MOBILE NO(S).			
3.	FAX NO.			
4.	EMAIL ID			
5.	BID REF. NO. & DATE	Ref.	Date	
6.	COMPANY REGISTRATION NO. (document)	Reg. No.	City	Date
7.	IT PERMANENT A/C NO. (PAN) (document)			
8.	GST REGN. NO. (furnish document)			
9.	ESI / WC CODE NO. (furnish document)			
10.	PROVIDENT FUND NO. (furnish document)			
11.	TENDER FEE PARTICULARS	Amt.	500/-	+GST DU NO.
12.	EMD PARTICULARS	Amt.	6197/-	DU NO.
13.	VALIDITY OF BID	6 months		
14.	MOBILISATION (TO SITE) PERIOD	7 days from intimation		
15.	BIODATAS OF PROPOSED EXPERIENCED SITE MANPOWER (furnish documentary proof)	Experienced Commissioning Engineer ,Diploma Engineer, Skilled ITI Electrician		
16.	AVERAGE ANNUAL FINANCIAL TURNOVER FOR LAST 3 YEARS UPTO 31 ST March 2020 (furnish documentary proof)	(Mention Amount, which must be at least Rs.0.93 Lakhs).		
17.	EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR OIL RIG R&U, E&C JOBS DURING THE LAST 7 YEARS UPTO 31 ST July 2020 (furnish documentary proof)	(Must be not less than Rs. 1.24 Lakhs each for 3 jobs OR Rs. 1.55 Lakhs each for 2 jobs OR Rs.2.48 Lakhs for 1 job).		
18.	TECHNICAL DEVIATIONS (give details, if any	Yes / No		
19.	DEVIATIONS ON COMMERCIAL CONDITIONS, give details, if any	Yes / No		
20.	CONFIRMATION TO SPECIAL CONDITIONS (Annx-H)	Yes / No		
21.	SIGNED COPY OF NIT	Enclosed (mandatory)		
22.	UNPRICED PRICE BID FORMAT	(Fill up “QUOTED” wherever prices are quoted) (mandatory)		
23.	ADHERANCE TO SAFETY MGMT CODE & STATUTORY LIABILITIES AS PER ANNEXURE-E & ANNEXURE-F	Yes / No (mandatory)		
24.	List of Enclosures: 1. 2. etc			

Signature with date & Seal of contractor

PART – 2	PRICE BID	DUE DATE: 04.09.2020
WORKS CONTRACT FOR ERECTION AND COMMISSIONING WORK OF POWER FACTOR CORRECTOR AT ONGC AHMEDABAD		

NAME & ADDRESS / PIN CODE / TEL / FAX / E-MAIL OF BIDDER		
BID DETAILS	Ref No. :	Date:

A. PRICE BID FORMAT:**Rates must be quoted as below:**

Sl.	Description	Man Days envisaged (A)	Price in (Rs.) (B)
1.0	DAILY RATE (Exclusive of GST) FOR GRADUATE ENGINEER FOR SITE WORK as per NIT	35	Total Graduate engineer price shall be 47.96 % of the total value.
2.0	DAILY RATE (Exclusive of GST) FOR DIPLOMA ENGINEER FOR SITE WORK as per NIT	35	Total Diploma engineer price shall be 31.86 % of the total value.
3.0	DAILY RATE (Exclusive of GST) FOR SKILLED ELECTRICIAN / FITTER FOR SITE WORK as per NIT	35	Total Skilled electrician price shall be 20.18 % of the total value.
Total in Fig.			XXXXXXX (TO BE FILLED BY BIDDER)
Total in Words			

HQ/ Station of Contractor (from where persons are to be deputed at site)

Note:

1. Bidder to quote only total value at the bottom of 'B' Column based on total man days envisaged as in 'A' column. Individual item rates for Graduate Engineer, Diploma engineer, and Skilled Electrician shall be derived from total value in the ratio of percentage as shown in 'B' Column. Per day rate of graduate engineer, Diploma engineer & skilled electrician shall be calculated by calculated amount of column (B) divided by number of man days as shown in column in (A).
2. Rates quoted above should include lodging & boarding charges.
3. Rates quoted shall be firm throughout the Contract period.
4. Above daily rate should be for site work only and not for journey period.
5. Taxes shall be payable extra as applicable on proof of payment.
6. Payment towards other head shall be as per Cl. E of Annex. B.
7. In case of tie in L1 value between two or more bidders, the value of the L1 bid shall be equally divided between the parties and separate Work Orders shall be placed on the respective parties.
8. Other Terms shall be as per NIT.
9. Man Days mentioned here are tentative and actual Payment shall be made based on actual days consumed at site, limited to contract value.
10. Total Contract value shall be calculated based on total cost to BHEL by summing up total amount as above, to & fro train fare, Journey DA cost of service personal, Local Conveyance and as per other T&C of clause B of Annexure B.
11. Price Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure of overwriting shall be valid only if they are attested under full signature(s) of person(s) otherwise bid shall be liable for rejection. All overwriting, cutting etc will be numbered by bid opening officials and announced during bid opening.

Sign & Seal of Contractor

NIT No. CXX/2020-21/03/ONGC/AHD**Dtd: 14.08.2020****SUB: CODE FOR SAFETY MANAGEMENT AT SERVICES SITES**

It may please be noted that the following practices are to be observed during execution the work:

GUIDELINES FOR SAFE WORK PRACTICES

- Personal Protective Equipment: Provision & use of personal protective equipment conforming to Indian or equivalent standards to all employees of BHEL & its sub-contractors working at sites shall be ensured as specified below:
- Safety Helmets Conforming to IS:2925 shall be worn by all at sites where there is any possibility of any object falling from overhead.
- Safety Belts (Type 2) Conforming to IS: 3521 shall be used with the life line properly tied, by any person who is required to work at an elevated location from where there is possibility of fall of the person by more than two meters.
- Person who might be exposed to any hazards to his eyes & face during the course of his work shall use 2.1.3 Eye & Face Protection Device Conforming to IS: 8940 or 8520.
- Ear protection Device Conforming to IS: 6229 shall be used by any person exposed to excessive noise in his work.
- Hand & Body Protection Devices IS: 2573 or 6994 or 8519 or 8807 as applicable shall be used by a person who might be exposed to the possibility of Injury to his hand or body while executing a particular task.
- Foot Protection Devices: Safety shoes or good quality covered shoes, depending on the degree of hazard one is likely to be exposed to, shall be worn by persons engaged at servicing sites.

HOUSE KEEPING

- Materials, equipment etc. shall not be placed or left work area so as to obstruct safe movement of people or cause any other mishap.
- Work places & passageways that are slippery due to oil, water etc. shall be cleaned up or strewn with sand/similar substance.
- Action shall be taken to discourage the practice of throwing materials/ equipment from elevated locations to lower levels.

ILLUMINATION

- Adequate & suitable artificial lighting shall be provided at all work places and their approaches.
- Lamps shall be protected by suitable guards where necessary to prevent danger, if the lamp breaks.
- Hand-held lamps shall be powered by either 24V supply or dry cells.
- Emergency lighting provisions for night work shall be made to minimize danger in case of power failure.
- Insertion of electrical wires directly into socket holes without proper plug top for drawing power shall not be allowed.
- Proper earthing & insulation of all temporary electrical lines laid for servicing jobs shall be ensured.

FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL

- Contractor should ensure that fire- fighting equipment, arranged by Customer, is available in the vicinity of work place.
- Arrangements shall be made to contain sparks generated during welding, cutting or other operations and sparks shall not be allowed to fall down on combustible materials, if any, kept below.
- Every scaffold shall be of safe design for the purpose for which it is to be used and shall be of safe and sound constructions and maintained in good conditions.
- Switching off of power supply to welding machines etc. shall be ensured during non-working period.
- Rolling & dragging gas cylinder shall be allowed but suitably designed cage system shall be used for lifting of gas cylinders to elevated work locations and also for lowering them.

FIRST AID

- Contractor shall be required to maintain a first aid box with essential items. The box shall be available for use at all hours of work.

STATUTORY REQUIREMENTS

- Adherence to all local, state and central legislation on safety measures as applicable to the work at site shall be ensured.
- This document may be treated as a part of the NITs and your acceptance of these requirements will be essential for qualifying to work as our sub-contractor.

SUB: STATUTORY LIABILITIES OF THE CONTRACTOR

- All statutory requirement under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Tax Act and all other applicable Act etc shall be complied by the Contractor
- Contractor shall comply with all statutory requirement, rules, regulations & notification etc in relation to employees issued from time to time by the concerned authorities
- Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority
- Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC
- Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee
- Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc where ever applicable and shall maintain proper records
- Contractor shall furnish proper returns to the concerned statutory authorities
- Contractor shall be solely responsible for non- payment, delayed payment of wages, contribution under EPF & MP Act, ESI Act etc
- In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor
- Payment of bonus under Bonus Act, payment of gratuity under Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor
- Over & above the daily wage rate, payment shall be made for leave with wages
- Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave & overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission
- In case a contractor employs women as employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment
- In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with the employees deployed by him
- The contractor shall issue all the necessary Personal Protective Equipments (PPEs) to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor
- Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees
- Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 Service Tax and shall cover his employees under the said codes
- Contractor to obtain license under CL(R&A) Act 1970.

ANNEXURE-G

SCOPE OF WORK FOR ERECTION AND COMMISSIONING OF POWER FACTOR CORRECTOR AT ONGC AHMEDABAD	
S. No.	Description of work
1	Opening of Material Boxes from BHEL and material verification as per packing list.
2	Earthing of Power Factor Corrector
3	Modification in existing DC-PCR For 2000A ACB fitment
4	Cable Connection and Laying from ACB to Bus bar and ACB to Socket Board
5	Modification in Socket Board for Additional Socket Fitment
6	Tightening of control connections in APFC Panel
7	Tightening Power cable connection in APFC Panel
8	Isolation and Meggering
9	Power & Control Cable laying
10	Crimping of Power Lugs at Power Factor Corrector Socket side for the Power Lugs
11	Crimping of 20 Pin Control plugs & BCH Plug at Power Factor Corrector side
12	Checking Continuity
13	Testing of gas pressure and charging of Air Conditioners two nos. In case of low refrigerant pressure, gas charging is in supplier scope BHEL consent.
14	Charging of APF Panel-1 as per commissioning procedure and troubleshooting if any
15	Charging of APF Panel-2 as per commissioning procedure and troubleshooting if any
16	Synchronizing of all Panel and troubleshooting if any
17	Final Load Test & Commissioning of complete Power Factor Corrector & trouble shooting if any
18	Support during MOM with Customer for demonstration testing, rectification to their satisfaction.
19	Above activities only briefly covers list of activities, any other activity not mentioned above but required for completion of job, integration of new Power Factor Corrector with existing rig modification and/ or rectification as demanded/necessary by BHEL shall be in Customer scope.

NIT No. CXX/2020-21/03/ONGC/AHD

Dtd: 14.08.2020

SUB: QUALIFYING CRITERIA & SPECIAL CONDITIONS**QUALIFYING CRITERIA (TECHNO-COMMERCIAL):****FINANCIAL:**

AVERAGE ANNUAL FINANCIAL TURNOVER FOR LAST 3 YEARS UPTO 31 ST March 2020 (furnish documentary proof)	(Mention Amount, which must be at least Rs.0.93 Lakhs).
EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR OIL RIG R&U, E&C JOBS DURING THE LAST 7 YEARS UPTO 31 ST July 2020 (furnish documentary proof)	(Must be not less than Rs. 1.24 Lakhs each for 3 jobs OR Rs. 1.55 Lakhs each for 2 jobs OR Rs.2.48 Lakhs for 1 job).

TECHNICAL:

Must have successfully Commissioned minimum 01 No. AC-SCR/AC-VFD/APFC based System for Oil Rigs having DC-PCR , AC-PCR and D'Con in last 7 years at Rig Site up to UPTO 31 ST July 2020 (furnish documentary proof)	MOM or documentary proof duly signed by Rig equipment supplier or MOM or documentary proof with ultimate Customer OR Proof of having successfully executed BHEL order for E&C of AC-SCR/VFD/APFC system in Oil Rig.
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SPECIAL CONDITIONS:

1. It is not the intent to specify completely herein, all details for erection and commissioning of Power Factor Corrector, any activity not explicitly mentioned in our specification but required for erection and commissioning & testing of equipment as per prevailing sound engineering practices in drilling industry, ensuring safety of equipment & personnel, ergonomics, aesthetics to be considered as part of contractor's scope. Prior to bidding, the bidder must carefully assess the system requirement and work involved for its smooth integration with existing Oil Rig system.
2. Minor modifications like re-wiring in panel, installation of any extra components, hardware etc. are in the scope of work. Major modification, if any will be intimated to BHEL for suitable action. In such case no waiting charge is payable to contractor.
- 3- BHEL shall appraise the performance of the contractor during erection, commissioning and functioning of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations BHEL reserves the right to even terminate the contract unilaterally if, in their judgment, there are enough rejections of work, delay or omissions.
- 4- Signing of MOM with BHEL / ultimate Customer shall be in contractor's scope.
- 5- Contractor shall update BHEL on daily basis regarding the work progress made and consult further course of action.
- 6- The activities are expected to be completed by 30th December 2021 it is made clear that schedule of providing activities covered in this NIT depends on availability of shut-down from Customer side, over which BHEL does not have any control. Rate quoted by vendor shall be firm till 30th December 2021 or till the period of the contract whichever is later.

- 7- Bidder shall provide rate as per Price Bid Format.
- 8- BHEL may short close the contract without assigning any reason.
- 9- The contractor shall defend of hold the BHEL, M/s ONGC or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.
- 10- Train/ air/ road travel fare, travelling expenses lodging & boarding and transportation facilities of the person engaged in erection & commissioning job or any other purpose is the sole responsibilities of the contractor. BHEL shall not be responsible for providing these facilities.
- 11- Availing the services as per the Work Contract shall be strictly need based as per discretion of BHEL. Contractor must clearly understand that there is no compulsion on BHEL to avail services/deputation for any minimum no's of Man-days.
- 12- Contractor may avail MSME relaxation Norms on prior experience/prior turnover criteria etc. as applicable as per Notification issued by Government of India.

Sub: **Compensation in cases of death/ permanent incapacitation of person due to unintended I unforeseen occurrences during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works I during working at BHEL Units/ Offices/ townships and premises/ Project Sites.**

These guidelines provide for compensation in case of Death/ Permanent Total Disablement, whether or not there has been any wrongful act, neglect or default on the part of company and notwithstanding anything contained in any other law in respect of each of the victims to such extent as prescribed below:

- (i) **In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)**
- (ii) **In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)**

The permanent disablement ' is defined under the proviso to Section 2 (l) of the Employee 's Compensation Act, 1923.

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- b) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning , services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works I during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) **In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)**
 - (ii) **In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)**
- d) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee 's Compensation Act, 1923."

Guideline for GST

- 1 Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
- 2 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
- 3 GST portion of the **invoice shall be released only upon:-**
 - 3.1 All Invoices raised by contractors/vendors must be GST compliant Tax Invoices as per GST Invoice rules.
 - 3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by Government
 - 3.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 3.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- 4 In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL

Reverse Charge under GST

5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other condition specified in GST Law.

Penalty

6. Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at sources

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

Arbitration & Law

1. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 3 The arbitration proceedings shall be held at Bhopal.
- 4 **MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

NIT No. CXX/2019-20/03/ONGC/AHD

Dtd: 14.08.2020

**RELAXATION OF NORMS FOR STARTUPS AND MICRO & SMALL ENTERPRISES IN
PUBLIC PROCUREMENT ON PRIOR EXPERIENCE- PRIOR TURNOVER CRITERIA**

विकास आयुक्त का कार्यालय
(सूक्ष्म, लघु और मध्यम उद्यम)
सूक्ष्म लघु और मध्यम उद्यम मंत्रालय
(भारत सरकार)

निर्माण भवन, सातर्वीं मंजिल, मौलाना आजाद रोड,
नई दिल्ली-110 108



OFFICE OF THE DEVELOPMENT COMMISSIONER
(MICRO, SMALL & MEDIUM ENTERPRISES)
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES
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F. No. 1(2)(1)/2014-MA Part

Dated the 10th March, 2016

OFFICE MEMORENDUM

Please find enclosed a Policy Circular of even no dated 10th March, 2016 relating to Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover criteria.

Publication Division is requested to take up the matter with Public Information Bureau to place this Policy Circular on the public domain.

Yours faithfully,

Encl : As above.

(U. C. Shukla)
Director(MA)
Tele: 23063363

1. Shri Harish Anand, Director (Pub), O/o DC(MSME)
2. Shri S V Sharma, Director (SENED) with a request to up load in – office website.
3. Information Officer, PIB, Room No 704A Shastri Bhawan, New Delhi.

Government of India
Ministry of Micro, Small & Medium Enterprises
O/o the Development Commissioner (MSME)
Nirman Bhavan, A-Wing, 7th Floor
Maulana Azad Road,
New Delhi-110108
Tel. 011-23061091
Fax No.011-23060536

Policy Circular No. 1(2)(1)/2016-MA

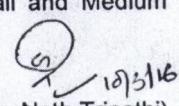
Dt. 10th March 2016

To

All Central Ministries/Departments/CPSUs/All Concerned

Subject: Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover criteria.

- (1) The Government of India has notified Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 with effect from 1st April, 2012 and 20% procurement from Micro & Small Enterprises of the total procurement by Central Ministries/Departments/CPSUs has become mandatory with effect from 1st April, 2015.
- (2) The Government of India has announced 'Startup India' initiative for creating a conducive environment for Startups in India.
- (3) The Startups are normally Micro and Small Enterprises which may not have a track record. These will have technical capability to deliver the goods and services as per prescribed technical & quality specifications, and may not be able to meet the qualification criterion relating to prior experience-prior turnover.
- (4) In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.
- (5) This issues with the approval of Union Minister of Micro, Small and Medium Enterprises.


(Surendra Nath Tripathi)

Additional Secretary & Development Commissioner-MSME
Ministry of Micro, Small & Medium Enterprises.