



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- **E-7513/2024**

Date- **16/05/2024**

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)	
2. Mode of Enquiry	E - PROCUREMENT	
3. Project	Framework Agreement (Rate Contract) of Fire Sealing System	
4. Executing Agency	BHEL-PEM	
5. Package	Fire Sealing System	
6. Whether Package is DIVISIBLE or NON - DIVISIBLE	DIVISIBLE	
7. Due Date & Time	27/05/2024	12 PM
8. Earnest Money Deposit (EMD)	Not applicable	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Tech. Spec No: PE-RC-999-507-E017 Rev 00	
12. Pre-Bid clarifications	Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.	
13. Schedule of Pre-Bid Meeting	Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	For Supply Portion: FOR Despatch station	
16. Delivery Schedule: -		
Engineering	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-RC-999-507-E017 Rev 00	
Main Supply along with commissioning spares("A")	150 days from the date of PO (for Unit-1, Unit-2 and common area) Additional 60 days for one additional unit and 120 days for two or more additional unit i.e. 210 days in case of 3 units and 270 days in case of 4 or more units.	
E&C	90 days from front clearance date	
Notes:		
a. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from BHEL/End Customer.		
b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-RC-999-507-E017 Rev 00) which shall be used for progress monitoring purpose and required course correction, if any.		



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c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.

d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

2.0 Validity of contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):

Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for 730 ('C') days from the PO date. In case of more than 2 units, validity period will be increased by supply time considered for subsequent units. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)

Delay at vendor's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

2.2 Validity of the contract for Erection & Commissioning:

Validity of contract shall be till completion of the E&C and handing over (if applicable).

Notes:

a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.

b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.

c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

3.0 Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.

ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of



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increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.

iii. Delay in providing engineering input/material by BHEL.

iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC

v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

17. Prices shall be Firm till completion of contract. PVC Formula, If applicable :- Not Applicable

18. Minimum Erection & Commissioning Charges	Total Erection & Commissioning charges (excluding GST) should be minimum 20% of the Total Quoted Price of Main Equipment Supply (including freight & excluding GST) and Erection & Commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, Supplier quoted prices for Mandatory Spares, PG Test Charges, O&M Spares, O&M Charges, etc. will not be changed (if applicable). Payment shall be made as per the adjusted amount.
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19. Validity of offer shall be as per cl.no.7(instruction to bidders) of GCC Rev 07.

20. CIF Content	Not Available
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21. Integrity Pact Applicability	YES
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22. In line with cl. No. 12 of (ITB) GCC Rev07, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)
Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)
Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

23. Performance Security (PS)	PS applicability	No Performance Security (PS) against the current enquiry (for Framework Agreement (Rate Contract) for Fire Sealing System package). However, Bidders to note that Performance Security shall be submitted for orders placed by concerned agencies of BHEL on the basis of Framework Agreement (Rate Contract). Successful bidders will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the (Framework Agreement) Rate Contract finalised through this tender considering RC as original contract as per format mentioned in in GCC Rev 07. Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) as following: Validity of PS: As per clause no-11.0 of General Commercial Terms and Conditions of GCC Rev-07.
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		PS Submission: PS should be in favour of BHEL-PEM.
	I	Performance Security of 10% of the contract value (total order value) shall be submitted. 5% of contract value will be released on E&C completion and balance 5% on completion of all contractual obligations, including warranty obligations.
	Modes of deposit	Performance security may be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. c) 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). d) 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). e) Insurance Surety Bond. (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) Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
	Remarks for PS	a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.



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24. Breach of contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on contract mentioned anywhere in GCC Rev07 and its corrigendum)	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments: (i) encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said contract (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PEM) (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL (iv) if recovery is not possible then legal remedies shall be pursued
25. Tender Evaluation - The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding	
26. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 & Corrigendum 01 to GCC Rev-07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.	
27. Payment Terms: ➤ Supply Payment: As per clause No. 9.3 of General Commercial Terms and Conditions of GCC, Rev 07 ➤ Erection & Commissioning Payment: As per clause No. 9.4 of General Commercial Terms and Conditions of GCC, Rev 07	
28. Bidder to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition: a. Qualifying Technical & Financial Pre-Qualification Requirement. b. Techno-commercial acceptance of offer by BHEL-PEM. c. Registration in BHEL-PEM for Fire sealing System package The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.	
29. Clause no 9.6 (excluding notes) of GCTC of GCC Rev. 07 shall be read as-	



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"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 – 9.7.5:

- a. 90 days for non MSME as per MSMED Act
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

30. Bidders are requested to refer clause no 26.0 (Make in India) of instructions to bidder of GCC Rev 07. Further, following shall be taken into consideration for submitting bids by bidders:

- For this procurement, Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18 & 29.05.19, 16.09.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and submit their in adherence to Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18 & 29.05.19 and subsequent orders.
- For this procurement, as per Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18, 29.05.19 & 16.09.2020 and subsequent orders issued by the nodal ministry, **this package is reserved for only Class-I Local supplier and Class-II Local Supplier.** Non-Local suppliers are not eligible to quote for this enquiry.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

31. Purchase preference to Preference to Make In India and MSE :

Bidders to note that contract of subject tender is proposed to be done with Two (02) suppliers in the ratio of 70-30 value-wise at L1 FOR site price as follows:

Splitting criteria:

Case I: If L1 is Class-I Local Supplier & MSE supplier, then order for 70% value shall be given to L1 Supplier. Preference to MSE suppliers shall be exercised for balance 30% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified MSE Suppliers (Margin of Purchase Preference shall be 15%). In case acceptance of counteroffer is received from more than one MSE Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable). If MSE Suppliers regret to match L-1 rates, then 30% value shall be counter-offered to all Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest Supplier(s) as per FINAL Reverse Auction Ranking.

Case II: If L1 is Class-II Local Supplier & MSE supplier, then order for 30% value shall be given to L1 Supplier. Preference to Make In India shall be exercised for balance 70% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified Class-I Local Suppliers (Margin of Purchase Preference shall be 20%). In case acceptance of counteroffer is received from more than one Class-I Local Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable). If Class-I Local Suppliers regret to match L-1 rates, then 70 % value shall be given to L1 supplier and 30% value shall be counter-offered to all Class-II Local Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest Supplier(s) as per FINAL Reverse Auction Ranking.

Case III: If L1 is Class-II Local Supplier and Non-MSE supplier, then order for 30% value shall be given to L1 Supplier. Preference to Make In India shall be exercised for balance 70% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified Class-I Local Suppliers (Margin of Purchase Preference shall be 20%). In case acceptance of counteroffer is received from more than one



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Class-I Local Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).

If Class-I Local Suppliers regret to match L-1 rates, then 70 % value shall be given to L1 supplier and 30% value shall be counter-offered to all Class-II Local Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest Supplier(s) as per FINAL Reverse Auction Ranking.

Case IV: If L1 is Class-I Local Supplier & Non-MSE supplier, then order for 70% value shall be given to L1 Supplier. Preference to MSE suppliers shall be exercised for balance 30% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified MSE Suppliers (Margin of Purchase Preference shall be 15%). In case acceptance of counteroffer is received from more than one MSE Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable). If MSE Suppliers regret to match L-1 rates, then 30% value shall be counter-offered to all Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest Supplier(s) as per FINAL Reverse Auction Ranking.

If none of the bidder accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.

32. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), <https://eprocurebhel.co.in/nicgep/app> & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.

33. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

34. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Manish Kumar Sinha / SR. MGR.-CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: manish.sinha@bhel.in
Ph. No.

Aanchal Chaudhary/ DY. Manager- CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: aanchalchaudhary@bhel.in
Ph. No. 9999618864

35. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

36. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder

37. Bidders to quote freight charges in percentage of their quoted Total Ex-works Prices. Bidder to quote non-zero freight % for supply.

38. Over all (%) quantity variation: The variation on overall package value shall be limited to +/-30%

39. Bidders shall Quote for the entire scope. Partial scope is not acceptable.

40. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc.
Offer of only those bidders shall be considered further, who meets the PQR criteria.
Bidders to furnish latest verification details for checking veracity of document(s) by BHEL. In case the same found not available, Purchaser has right to reject such document from evaluation.
Format for the same is below: -



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Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

41. Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee

42. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

43. HSE GUIDELINES:

HSE Guidelines of BHEL are applicable and available on
<https://pem.bhel.com/Documents/GCC/HSE%20Plan%20Rev02.pdf>

44. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package.

45. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines



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46. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 1.2. Commitment by Bidder/ Supplier/ Contractor:
- 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".
47. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,
- Or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
48. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalization.



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49. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ Covering letter with Un-price bid, ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)
- Documents required for meeting Technical & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020 along with AGM as per clause no. 31 of NIT.
- Land Border certificate compliance as per DOE circular dated 23.02.2023
- Integrity pact
- Price bid along with Annexure-II on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

50. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Late offers are not accepted.

51. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev07 & Corrigenda-01 to GCC Rev 07.

In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no 36 of GCTC of GCC (Rev.07).

52. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev07 & Corrigenda-01 to GCC Rev 07. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no 36 of GCTC of GCC (Rev.07).

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

RATE CONTRACT

VOLUME-II

TECHNICAL SPECIFICATION

FOR

FIRE SEALING SYSTEM SUPPLY & INSTALLATION

SPECIFICATION NO: *PE-RC-999-507-E017*

REVISION: 0



BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR

PROJECT ENGINEERING MANAGEMENT

NOIDA, UP (INDIA) – 201301



**TECHNICAL SPECIFICATION FOR
FIRE SEALING SYSTEM
SUPPLY & INSTALLATION**

RATE CONTRACT

SPECIFICATION NO. PE-RC-999-507-E017

VOLUME II

SECTION

REVISION 0

DATE: 04.05.2024

SHEET 1 OF 1

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	DATA SHEET B/C	02
2.0	SECTION- II	
	STANDARD TECHNICAL REQUIREMENTS	13
	FORMAT OF QUALITY PLAN	02

Total nos. of sheets including cover, content & separator sheets = 26 sheets



**TECHNICAL SPECIFICATION FOR
FIRE SEALING SYSTEM
SUPPLY & INSTALLATION**

RATE CONTRACT

SPECIFICATION NO. PE-RC-999-507-E017

VOLUME II

SECTION I

REVISION 0

DATE: 04.05.2024

SECTION – I

STANDARD TECHNICAL REQUIREMENTS



**TECHNICAL SPECIFICATION FOR
FIRE SEALING SYSTEM
SUPPLY & INSTALLATION**

RATE CONTRACT

SPECIFICATION NO. PE-RC-999-507-E017

VOLUME II

SECTION I

REVISION 0

DATE: 04.05.2024

SHEET 1 of 1

COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same.
2. There are no deviations with respect to specification other than those furnished in the 'schedule of deviations'.
3. Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in 'BOQ-Cum-Price schedule' of the specification shall not be considered (i.e., technical description & quantities as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE



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1.0 PURPOSE

This specification is intended for finalization of rate contract between BHEL PEM and Bidder. Standard technical detail as indicated in the specification shall be agreed upon between BHEL PEM and bidder. Project specific technical detail shall be made available to the bidder along with project enquiry.

2.0 SCOPE OF ENQUIRY

2.1 This enquiry covers the Design, manufacturing, inspection & testing at manufacturer's works, proper packing, delivery to site, handling and erection & commissioning of **Type B [Panel / Powder/ Mortar] based Fire Sealing and fire coating System** for cable openings through walls, floors & below panels, pipe sleeves and fire protection coating on installed cables conforming to this specification.

2.2 It is not the intent to specify herein all the details of design & manufacture of material. However, the material shall, conform in all respects to high standard of design, engineering and workmanship and shall be capable of performing in continuous commercial operation at site conditions.

2.3 Technical requirements of the FIRE SEALING SYSTEM are indicated in Datasheet-A and Section-II.

2.4 The stipulation of Data Sheet-A shall prevail in case of any conflict between the stipulations of Data Sheet-A, Section I & Section-II. However, in case of conflict between Section I & Section-II stipulation of Section I shall prevail.

3.0 BILL OF QUANTITIES:

3.1 The bidder to quote for items as per 'BOQ-cum-Price Schedule' attached with NIT. The BOQ excludes civil works done in the opening and includes cross section area of cables and cable support materials within the area to be fire sealed.

The quantity as mentioned in the BOQ is only for evaluation purpose. However actual ordered quantity may vary in project throughout the contract.

3.2 Successful bidder shall submit calculations for supply of material based on area to be provided with fire sealing, cured density (based on type test certificate accepted by BHEL/ CUSTOMER) & thickness as applicable for the project, wastage, space occupied by cables, etc. for approval during contract stage.

For the first lot cleared by BHEL, the calculations shall be made based on the average of the minimum & maximum cured density (wherever a range is specified for the cured density by the manufacturer) & minimum thickness. For subsequent lots cleared by BHEL, the calculation shall be based on the cured density & thickness as per accepted type test results, duly adjusting the quantities cleared in earlier lot.



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4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

4.1 After rate contract against specific project requirement, BOQ (Bill of Quantities) shall be furnished by BHEL.

4.2 The following information shall be furnished with the bid:

- a) Data Sheet-B
- b) Type test certificates for fire sealing system and cable coating material as mentioned in section-II. Type test certificates should not be older than 1 May 2013.
- c) Type test procedure
- d) Typical drawings showing arrangement of various components and thickness etc.
- e) Complete detail of the system

4.3 Supplier to submit detailed 'bill of material' (BoM) at the time of drawing/document submission after placement of PO. Each item of the BoM is to be uniquely identified with item code no. or item serial no.

4.4 Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BoM.

4.5 Documents required
after award of LOI/PO (to be submitted by successful bidder).

BHEL Drawing No.	Drawing Title	Vendor submission (Days)*	BHEL Comment (Days)	Vendor submission (Days)#	BHEL & Customer comment/ approval (Days)
Primary Documents					
PE-V0-XXX-507-E905B	QUALITY PLAN FOR CABLE FIRE SEALING SYSTEM	5	5	5	15
PE-V0-XXX-507-E042B	INSTALLATION DRGS. OF CABLE FIRE SEALING SYSTEM	5	5	5	15
PE-V0-XXX-507-E041 B	TECHNICAL DATA SHEET OF CABLE FIRE SEALING SYSTEM	5	5	5	15
Secondary Documents					
PE-V0-XXX-507-E906B	FIELD QUALITY PLAN FOR CABLE FIRE SEALING SYSTEM	5	5	5	15
PE-V0-XXX-507-E044B	Bill of material	5	5	5	15
PE-V0-XXX-507-E043B	TYPE TEST REPORT / CERTIFICATES \$\$	5	5	5	15
NOTES:					



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a) * 1st submission within indicated days from date of purchase order.

b) # Submission (within indicated days) after incorporating all BHEL comments.

c) Primary documents shall be considered for Delay analysis

d) \$\$ In case Type test reports are not available as mentioned at clause no. 7.01.00 , type test shall be conducted and report shall be submitted for approval. Then, document submission schedule for Type Test Report shall be after 5 days of conduction of type test.

3.6 Supplier to also give the following undertaking in the BOM:

"The BoM provided herewith completes the scope (in content and intent) of material supply under PO No. -----, dated -----.

Any additional material which may become necessary for the intended application of the supplied item(s)/package will be supplied free of cost in most reasonable time."



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DATASHEET-A

1.0 REFERENCE CODES & STANDARDS

The latest edition of following standards shall be applicable:

- a) ASTM-E-814: Standard test methods for fire test of Through-penetration fire stops.
- b) ASTM E-119: Standard test methods for Fire resistance rating and hose stream test
- c) IS-12458: Method of fire resistance test of fire stop
- d) UL-1479: Standard test methods for Fire resistance rating
- e) BS-476: Standard test methods for Fire resistance rating
- f) IEC-60332-3-23: Flammability test for fire retardant coating
- g) ASTMD-2863: Limiting oxygen index test for fire retardant coating
- h) IS: 6005- Pretreatment shall conform to the requirement of IS: 6005.
- i) IS: 2629- Galvanizing shall be done in accordance with IS: 2629.

- 2.0 Rating of fire stop : One (1) hour/Two (2) hours/Three (3) hours
(Project specific requirement will be furnished later)
- 3.0 Rating of Fire protection coating : Thickness of coating compound shall be 2mm which
shall be sufficient for achieving 30min/40min fire
rating.
(Project specific requirement will be furnished later)
- 4.0 Type of application : Horizontal/ Vertical/ Below panels/ Across Trenches
- 5.0 Cable laying conditions : Cables on cable trays
- 6.0 Suitability of fixing arrangement : In masonry work/ In concrete work
- 7.0 Surface Treatment of Steel Material
(for frame work as applicable)
 - a) Surface protection : Galvanization conforming to IS:2629
 - b) Mass of Zinc : 460 g/m²
- 8.0 Type of fire stop system : 1) Powder/ mortar based sealing system.
2) Panel based sealing system.
3) Fire retardant coating.
- 9.0 Minimum shelf life : 12 months
of most perishable material



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10.0 Life expectancy of material : Greater than 40 years

11.0 Packing suitable for : Storage on dry Surface

12.0 TYPE TEST

12.1 Successful bidder has to provide type test reports on the offered material under the contract. Type tests reports should not be older than 03.05.2014. Type tests on fire stop mortar seal & fire retardant coating for floor/wall opening/fire stop system for bottom of electrical switchgear MCCs/Panel are as under:

- a) Water absorption test.
- b) Vibration test.
- c) Fire rating test.
- d) Hose stream test.
- e) Accelerated ageing test.
- f) Temperature rise test for cables in fire stop
- g) Anti-rodent test
- h) Type tests for fire proof cable coating are as under:
 - i) Flammability test (IEC-60332-3-32).
 - ii) Limiting oxygen Index test (ASTMD-2863), limiting oxygen index of the material shall greater than 60%.



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DATASHEET B/C

(Guaranteed technical Particulars to be submitted along with the bid)
(Parameters filled in bold are technical specification requirement, hence prefilled)

1.0 GENERAL

1.1 Name of vendor :

1.2 Address :

2.0 APPLICABLE STANDARDS

2.1 ASTM-E-814 & ASTM-E-119 For fire rating test and hose Stream test : YES / NO

2.2 IS-12458: Method of fire resistance test of fire stop : YES / NO

2.3 UL-1479: Standard test methods for Fire resistance rating : YES / NO

2.4 BS-476: Standard test methods for Fire resistance rating : YES / NO

2.5 IEC-60332-3-23: Flammability test for fire retardant coating : YES / NO

2.6 ASTMD-2863: Limiting oxygen index test for fire retardant coating : YES / NO

2.7 IS: 6005- Pretreatment shall conform to the requirement of IS: 6005 : YES / NO

2.8 IS: 2629- Galvanizing shall be done in accordance with IS: 2629 : YES / NO

3.0 TECHNICAL DETAILS

3.1 Type of Fire stop system : 1) fire stop system [Panel based]
2) fire retardant coating []

3.2 Fire rating : 1) fire stop system
2) fire retardant coating

3.3 Pressure withstand capacity of : kg/mm²
Fire stop

3.4 Weight of fire stop assembly : kg/mm²
(without cables)

3.5 Shelf life of most perishable : **Minimum 12 months**
Material



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- 3.6 Life of total assembly : **Greater than 40 years**
- 3.7 Suitability of fixing arrangement : **In masonry work/ In concrete work**
- 3.8 Surface Treatment of Steel Material
(for frame work as applicable)
- a) Surface protection : **Galvanization conforming to IS:2629 (If Applicable)**
- b) Mass of Zinc : **Minimum 460 g/m² (If Applicable)**



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STANDARD TECHNICAL REQUIREMENTS



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1.0 CODES AND STANDARDS

- 1.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 1.2 The design, material, construction, manufacture, inspection, testing and performance of Fire Sealing System shall conform to the latest revision of relevant standards as per Data Sheet-A. Any other international standards will also be considered if it ensures performance equivalent or superior to standards listed.
- 1.3 In case of conflict between the applicable reference standard and this specification, this specification shall govern.

2.0 TECHNICAL REQUIREMENTS

- 2.1 Fire sealing system shall be supplied as per technical particulars specified in Data Sheet – A and Section-II.

2.2 DESIGN REQUIREMENTS FOR FIRE STOP SYSTEM

- 2.2.1 Type-B fire sealing system shall be of following system:

- a) Panel based sealing system
- b) Powder/ mortar based sealing system

- 2.2.2 The fire stop system, in case of fire, shall prevent spreading of fire in cables/systems beyond the fire stops.
- 2.2.3 Cables shall be generally laid in cable trays/cable racks/ conduits and fire stop system shall be designed in such a way that the basic supporting structure of cables is not disturbed.
- 2.2.4 The system shall be retrofit design, physically and chemically stable.
- 2.2.5 Through penetration cable openings on floors and walls shall be divided into modules. Each module shall have spare capacity to accommodate additional cables in future. The fire stop system shall be designed to accept additional cables without impairing fire stop capability and without disturbance/ wastage of material in the nearby modules.
- 2.2.6 The system shall be mechanically secured to the masonry work/concrete work to resist dislocation.



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2.2.7 The system shall remain unaffected due to any vibrations or expansion in cables. The system must also remain unaffected due to adverse temperature and humidity variations in the atmosphere. The system shall be suitable for ambient temperature of 50°C and relative humidity of 100%.

2.2.8 The system should be equally effective in horizontal & vertical formations.

2.2.9 The system should not affect the current carrying capacity of cables passing through the fire stop.

2.2.10 The system should provide firm grip on the outer surface of the cable in the event of fire.

2.2.11 The system shall be capable of withstanding mechanical loads, foot traffic, drop loads and wind pressure etc.

2.2.12 The fire stop system shall be completely gas & smoke tight.

2.2.13 Materials used for fire stop system shall meet the following requirements:

- a) Should not get affected over a period of time due to humidity, moisture, ozone and variation in ambient temperature.
- b) Should not contain volatile solvents after the setting period of system.
- c) Should be able to withstand stresses due to expansion/ vibrations.
- d) Should be free from shrinkage and cracking and should maintain smoke and gas tightness during fire.
- e) Should not react with cable sheaths, galvanized and painted steel material etc.
- f) Should be easy to apply/ install using conventional methods.
- g) Should be non-toxic and harmless to the working personnel
- h) Should have anti –rodent properties and should be repellent to pest & termites.
- i) Should not produce any acid or alkali during gas generation.



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- j) Should not produce suffocating/ corrosive gas.
- k) Should have a very low Expansion co-efficient, which is to be comparable with masonry concrete.
- l) Should not be soluble and reactive to acid and alkali water.
- m) Should have a low thermal conductivity.
- n) The material in contact with the cables in the fire-proof sealing system shall be compatible with the material used for outer sheath of cables.
- o) For foam type systems, only the foam shall form the penetration seal of specified rating, having the damming board removed after curing of foam.

2.2.14 The system shall have a fire resistance rating of duration as per Data Sheet-A. Fire resistance rating shall be in accordance with ASTM E-119, ASTM E-814, BS-476, UL-1479 and integrity & stability shall be maintained by the system after application of water jet on the exposed side in order to extinguish fire.

2.3 DESIGN REQUIREMENTS FOR FIRE RETARDANT COATING

2.3.1 Materials used for fire retardant coating shall meet the following requirements:

- a) Asbestos free, non-volatile, not eatable by vermin, harmless and non-irritant to skin of human.
- b) Not affecting the current carrying capacity of the cables and the properties of the installed cables.
- c) Coating material shall show no signs of cracking and peeling when the coated cable is bent to the radius of minimum sized cable at 180 degree C.

2.4 WELDING

- a) All welded connections if applicable shall be made by electric arc welding. All welding work shall be carried out by qualified and experienced welders and adequately protecting the already laid cables.
- b) All arc welding shall be carried out with low hydrogen content electrode.



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c) All welded connection shall be allowed to cool down gradually to atmospheric temperature before putting any load on them. No artificial cooling should be adopted to cool welded joints.

2.5 SURFACE TREATMENT

2.5.1 Supply items:

Surface treatment of all material supplied shall be done as applicable in an approved manner and as per the specific requirements given in the Data Sheet-A. Surface treatment shall include following steps:

- a) Pretreatment: Pretreatment shall conform to the requirements of IS: 6005. The clean and dry pretreated surface shall be given a coat of red oxide primer paint and shall be left for natural drying.
- b) Galvanizing: Articles shall be hot dip galvanized after pretreatment. The galvanizing shall be done in accordance with IS: 2629. The galvanizing shall be uniform, clean, smooth, continuous and free from free acid spots. The amount of zinc deposit shall not be less than the value specified in Data Sheet-A.

2.5.2 After erection:

- a) Galvanized items shall be given a surface treatment only at the welded joints and at the places where the galvanization has been damaged. Welded joints shall be applied with two coats of cold zinc paint whereas damaged portions of galvanizing shall be applied with single coat of zinc paint.
- b) In addition to the above, the vendor shall ensure after completion of fire stop system that the final finish of all surfaces of materials is in good condition and wherever needed a touch up of cold zinc paint shall be given.
- c) The final finish of all erected materials shall be uniform, clean, smooth and free from spots.

3.0 QUALITY ASSURANCE REQUIREMENTS

- 3.1 At contract stage, the successful bidder shall submit the Quality Plan in attached BHEL format for BHEL/ ultimate customer's approval. In case bidder has reference Quality Plan agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/



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ultimate customer's approval. There shall be no commercial implication to BHEL on account of minor changes in Quality Plan during contract stage.

3.2 Stages of quality control shall include but not be limited to the following:

- a) Verification of test certificates for materials before dispatch.
- b) Visual inspection of materials before dispatch (as applicable).
- c) Testing of materials before dispatch.
- d) Inspection of packing before dispatch.
- e) Quality checks during erection.
- f) Inspection & testing of fire stops after erection.

3.3 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved Quality Plan.

3.4 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification.

3.5 In addition to meeting the type test requirements, material/ batch test certificates conducted at the premises of the bidder's principals for the supplies to be made for the project shall be submitted for BHEL/ CUSTOMER review and clearance.

3.6 All acceptance & routine tests as per relevant standards & specification shall be carried out. Charges for these shall be deemed to be included in the bid price.

3.7 Installation at site shall be as per parameters (i.e. minimum cured density & minimum thickness) achieved during type testing. In case type test waiver is given based on past type test certificates, installation shall be carried out as per the type test certificates accepted.

3.8 The successful bidder shall submit Field Quality Plan for storage, preservation, handling and erection work at site for fire-sealing system. The same shall subject to CUSTOMER/ BHEL approval without any commercial implications. Fire sealing shall be as per approved installation drawings.

4.0 TESTING

4.1 FIRE STOP SYSTEM

4.1.1 The system offered shall comply with the following type tests and test reports shall be submitted along with offer:

- a) Accelerated aging test



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- b) Water absorption test
- c) Fire rating test
- d) Hose stream test
- e) Vibration test followed by fire rating test

Tests at Sl. No. a), b), c) & d) should have been carried out on the same test sample, subsequently one after the other without any touching up / modification/ repair in the same sequence and in accordance with clause 5.

4.1.2 System shall be subjected to structural stability test, which shall be conducted at site.

4.1.3 Test reports shall contain the following information: -

- a) Type of penetration material tested.
- b) Details of various components/ ingredients used along with their catalogue.
- c) Physical, chemical and mechanical properties of various components/ ingredients used.
- d) Description of the various test assemblies tested.
- e) Details of method of conditioning.

4.1.3 f) The observations as called for in BS 476 part-20 & technical specification.

4.2 FIRE RETARDANT COATING

It shall comply with the following tests and test reports shall be submitted along with offer:

- a) Flammability test
- b) Limiting oxygen test

4.3 The test details have been covered in clause no. 5.0

4.4 System offered shall be **type tested** at CBRI, Roorkee or by government approved Independent agency.

- a) The bidder shall furnish the reports of all the type tests for fire sealing system materials. These reports should be for the tests conducted on identical materials to those offered/ proposed to be supplied under the contract and shall not be more than 10 years old from the date of bid opening.
- b) In case bidder is not able to submit report of type test(s) conducted or in case type test report(s) are not found to be meeting the specification/ relevant standard requirements, then all such tests under the contract shall be conducted free of cost to the owner, and reports shall be submitted for approval. No charges shall be paid under this contract.



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4.5 Type Test charges:

- a) In case type test certificates are available with vendor & acceptable to BHEL/ CUSTOMER and still vendor being asked to conduct type testing and type tests successfully conducted, the type test charges shall be payable to vendor at actual against Original money receipt of CBRI Roorkee/ Govt approved lab.
- b) In case type test certificates are not available with the vendor or available with the vendor but not acceptable to BHEL/ CUSTOMER and vendor being asked to carry out type testing, and type testing successfully conducted, the type test charges by the vendor shall not be payable.

4.6 BHEL/ CUSTOMER reserve the right to witness type testing on any one lot for the project without any commercial implications.

5. TEST DETAILS

5.1 FIRE STOP SYSTEM

5.1.1 Accelerated aging test:

The fire stop system specimen shall be subjected to accelerated ageing test for 168 hours. During the test, the system/ components shall be placed in air furnace where the temperature of inside air shall be maintained at 85 deg. C. The specimen shall be taken out of the furnace after 168 hours for water absorption test.

In case the mechanical properties before and after the accelerate aging do not indicate substantial change, the system shall be deemed to have passed the accelerated aging test. Similarly, the variation in the form of the system/ component at the end of the test shall not indicate permanent deformation which is likely to affect the sealing properties of the system.

5.1.2 Water absorption test:

The test specimen shall be immersed in fresh clean water at a temperature of 20 ± 2 deg. C for a period of minimum 24 hrs. At the end of 24-hour soak period, the specimen shall be removed from water and mopped with a damp cloth. The specimen shall thereafter be subjected to the live fire test as per clause 5.1.3 below.

5.1.3 Fire rating test: shall be done as per ASTM E 814/BS:476/UL:1479/IS:12458.

5.1.4



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5.1.4 Hose stream test: Test shall be conducted on the test specimen immediately after fire resistance test as per ASTM E 119

5.1.5 Vibration test: The test specimen shall be subjected to vibration of 100Hz frequency and 0.5 mm amplitude for a minimum period of 3 hours.

5.2 FLAME RETARDANT COATING

5.2.1 Flammability test shall be conducted in accordance with IEC-60332-3-23 CAT-B.

5.2.2 Limiting oxygen index test shall be conducted in accordance with ASTM D-2863. Limiting oxygen index of the material shall not be less than 35 %.

6.0 APPLICATION OF FIRE SEALING SYSTEM SHALL BE AS UNDER:

6.1. FIRE SEALING SYSTEM

- a) The various openings in the cable vault, vertical/horizontal raceways of cables penetrating walls/floors and the bottom of Electrical Switchgears and panels in Control Equipment room/MCCs/ Distribution Boards/Cabinets/Panels shall be provided with fire stop systems. Cables passing through the openings at various locations are laid on various tiers of the cable trays/racks in the bunch formation. In case, for the purpose of installation of seal system, steel frames are required to be fabricated and fixed in the openings, the fabrication of frame and fixing of the same shall have to be done by the Contractor. The necessary steel section for fabrication of frames shall be supplied by the Contractor without any extra cost. Any, civil works required to be done in the openings shall be carried out by the Contractor. Bidder shall also include one set of tools and accessories required for addition or removal of cables after the seal is made. This shall include special tools, compound injection guns, spray guns, etc.
- b) All openings in the floor and wall for cable access shall be sealed after installation of the cable system with non-inflammable materials, as follows:
 - i) Fire stop/ Penetration seal shall be installed in the cable spreaders and cable raceways.
 - ii) For all H.T., L.T., relay and control panels, Control desk, instrumentation panels, battery charger, D.C. distribution boards and other miscellaneous panels, fire stops should be provided below base plate. The non-inflammable type sealing material shall be supplied by the contractor.



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- c) Except for inside an enclosure wherever the cable enters or leave the conduit, the conduit end shall be sealed by suitable sealing compound, having specified fire withstand capability.

6.2. FIRE PROTECTION COATING TO BE APPLIED ON INSTALLED CABLES: -

The cables shall be coated with fire protection material at the strategic locations as follows so as to limit the spread of fire:

- a) At fire stops below electrical switchgear/ MCCs/ Panels/ cabinets etc. On one side coating for the specified rating. i.e. on the cable vault side/ cable trench side.
- b) For the specified rating on adjacent/ one side(s) of the junction/ crossings of cabling work in open cable routes/ cable trench.
- c) In fire risk areas and where specified at suitable intervals at decided upon site conditions in open cable routes.
- d) Where necessary and specified at site at intervals along cable routes in cable trenches.

The coating shall be applied evenly on the cables only

7.0 PRICES

7.1 Unit prices listed out in this clause shall be applicable for payment to the vendor for activities covered under this specification. The Unit prices shall be inclusive of:

- a) Design, manufacture, testing at works, packing, supply, transportation to site, handling at site of the fire stop system materials.
- b) Visual inspection & transportation of materials from vendor's/owner's storage yard to work site, handling, testing including supply and installation of all associated materials and consumables, carrying out of all associated minor civil works and furnishing of all skilled/unskilled labour and supervisory staff.
- c) Provision of fasteners like nuts, bolts, washers, spring washers, rawl plugs, anchoring bolts and lugs etc.
- d) Provision of all sealing compounds for wall and floor openings.
- e) Consumables like enamels, cold zinc paint, electrodes for welding etc.



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SPECIFICATION NO. PE-RC-999-507-E017

VOLUME II

SECTION II

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- f) Minor civil works like chipping/breaking of floors/walls and masonry work for reducing/closing of openings on floor/walls including supply of materials like cement, sand, bricks etc. as required. Any work as described above to the extent of 200 mm on all sides of openings on walls and floors for the purpose of fitting the actual fire stop assembly shall be deemed to have been included in the unit prices of fire stop assembly.
- g) Provision of all facilities/equipment for all site fabrication such as cutting, bending and drilling equipment.
- h) Provision of welding sets.
- i) Provision of special tools and tackles for erection.
- j) Provision of all testing equipment and conducting the specified test after erection at site.
- k) Wherever the floor opening provided in the vicinity of penetration seals larger or smaller than that required for cable fire penetration, these opening size can be reduced or increased in an approved manner by the bidder using the same materials as provided around the opening and of the same thickness.

7.2 Requirement of Quality Plan and Field Quality Plan shall be considered in the quoted prices.

8.0 MEASUREMENT & WASTAGES

8.1 Quantity measurement: For all payment purpose, measurement shall be made on the basis of the execution drawings/physical measurements. Physical measurements shall be made by vendors in the presence of Engineer.

8.2 Wastage Allowance: No wastage allowance is permissible. All wastages shall be to the account of vendor.

9.0 ADDITIONAL POINTS OF CONSIDERATION

9.1 Bidder shall be deemed to have confirmed to the specification in toto.

9.2 All work shall be carried out in accordance with the agreed field quality plan and approved drawings. The field quality plan shall additionally specify the fire sealing material thickness,



**STANDARD SPECIFICATION FOR
FIRE SEALING SYSTEM
SUPPLY & INSTALLATION**

RATE CONTRACT

SPECIFICATION NO. PE-RC-999-507-E017

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minimum cured density and other related parameters achieved in the approved type tests for the contract. The work shall be done to the satisfaction of purchaser and acceptance of the work shall be subject to the purchaser's approval.

- 9.3 The work to be carried out under this specification shall be done under the supervision of purchaser's/owner's representative.
- 9.4 The installation work at site shall be properly coordinated with other services.
- 9.5 All materials, equipment, instrument, hardware, tools, consumables, fasteners, accessories whether specifically mentioned or not in offer required for complete installation and testing in all respect and to the satisfaction of Engineers will be in the scope of vendor and no extra payment will be made for the same.
- 9.6 All materials being supplied or consumed during erection by the vendor in the process of erection work shall be of best quality and according to the relevant standard. All materials shall be got inspected and got approved by the Engineer before the same is used for erection. Also, purchaser reserves the right to carry out inspection of installation work at any stage during erection, testing and commissioning.
- 9.7 Any drilling and welding on building structural steel for fixing supports etc. will not be done without the prior written approval of Engineer.
- 9.8 Any work like chipping, or breaking of existing structure like walls, floors, fabrication etc. shall be done after taking prior approval of Engineer.
- a) After installation of fire stops through a structure, the vendor shall repair/ refabricate the affected portion of structure.
- b) Any wrong erection shall be removed and re-erected promptly to comply with requirement at no extra cost.
- 9.9 After completion of work the contractor shall remove all debris and Take back all erection implements, left - overs, surplus materials over and above the ordered quantity without any financial implications to either party.

10.0 PERFORMANCE GUARANTEE

Bidder shall guarantee that the system offered shall meet the requirements as indicated in this specification and as confirmed through various clauses of datasheets. If it is proved that the



**STANDARD SPECIFICATION FOR
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system doesn't conform to performance guarantee, the bidder should be ready to replace the faulty components/ equipment without any loss or extra cost to the purchaser.

11.0 PACKING & STORAGE

All material/ components of fire stop shall be supplied in proper packing to avoid contamination of material due to dust/ moisture. All packing shall be of durable quality. Space shall be provided by BHEL. Packing containers shall be suitable for storing on dry surface.

FORMAT FOR QUALITY PLAN

		QUALITY PLAN		CUSTOMER		PROJECT TITLE		SPECIFICATION : NUMBER :				
				BIDDER/		QUALITY PLAN		SPECIFICATION				
				VENDOR		NUMBER		TITLE				
SHEET 1 OF 1		SYSTEM		ITEM :FIRE STOP MATERIAL		SECTION		VOLUME III				
SL. NO.	COMPONENT/OPERATION	CHARACTERISTICS CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
									P	W	V	
1	2	3	4	5	6	7	8	9	10			11
LEGEND : P : PERFORMER W: WITNESSER V: VERIFIER 1- BHEL 2-VENDOR 3- SUB VENDOR CHP: CUSTOMER HOLD POINT WHICH WILL BE DECIDED AT CONTRACT STAGE.												
BHEL			PARTICULARS			BIDDER/VENDOR						
			NAME									
			SIGNATURE									
			DATE									
									BIDDER'S/VENDORS COMPANY SEAL			

ANNEXURE-1

INSTRUCTIONS FOR QUALITY PLAN

The Quality Plan shall include all the Quality Control Measures and Checks adopted by the Vendor to ensure that the material/component/assembly/services supplied by him meet/will meet the requirements as per specifications and good practices. They shall include all stages of operation such as materials, processes, manufacture, assembly, packing and despatch. The following guide lines may be noted:

Column 1-	Serial Number
Column 2-	Component/Operation- The component and/or operation being checked shall be given here.
Column 3-	Characteristics check- The characteristics being checked shall be given here, e.g., chemical composition, mechanical properties, leak tightness, surface defects etc..
Column 4-	Category - 'CR' stands for critical characteristic - affecting safety of equipment and personnel 'MA' stands for major Characteristic - affecting safety of equipment and personnel 'MI' stands for minor characteristic - affecting appearance etc.
Column 5-	Type/Method of check e.g. chemical analysis tensile testing, hydraulic test, visual examination radiography etc.
Column 6-	Extent of check, such as, 100, 10, 1 percent etc.
Column 7-	Reference Documents - Documents, such as technical specification, drawings, standard specifications (IS, BS ETC.) procedure, etc. according to which check is done.
Column 8-	Acceptance Norms - Standards etc. according to which acceptability or otherwise of the characteristics being checked is decided.
Column 9-	Format of Record - Formats, log shets, reports, etc. in which the observations are recorded. Standard log sheets, reports, formats etc. of the Vendors shall be numbered and such reference numbers shall be included here.
Column 10-	Agency - The agency which performs the test/instruction shall be written in sub-column 'W' The agency which verifies test certificates/inspection records and carries out audit check of the components/operation shall be written in sub-column 'V' The agencies are codified as 1,2 & 3 '1' stands for (BHEL) '1' * means the operation shall be cleared by BHEL before the start of the next operation. '2' Stands for Vendor '3' stands for sub-Vendor of the Vendor and so on.
Example :	
Entry	'3' in column 'P' means test./inspection to be performed by sub-Vendor's QC
Entry	'2' in column 'W' means test./inspection to be witnessed by Vendor's QC
Entry	'1' in column 'V' means verification shall be done by BHEL and next stage to be started only after the hold point is cleared by BHEL
Column11-	Remarks - Any special remarks shall be given here.

NOTES :

1. In absence of correlation with the test certificate(s) (e.g. material identification) samples shall be drawn bgy BHEL and all tests as per relevent specifications shall be carried out in their presence or in recognized Government Laboratory.
2. When materials and components are initially identified and stamped by BHEL QS engineer, the identification marks shall be presserved till despatch. Wherever this is not possible, the identification mark shall be transferred to the components in the presence of BHEL QS Engineer unless other wise agreed.
3. For castings and forgings integral test specimens shall be provided, When this is not possible for casting, they shall be poured in the presence of BHEL QS Engineer unless otherwise, if witnessing of test by BHEL is called for.
4. When welders qualified by reputed inspection agencies or statutory bodies are not available, qualification tests shall be conducted in the presence of BHEL QS Engineer.
5. This Quality Plan is liable to be modified as per the requirements of approved drawings and changes in technical specifications/drawings. If there are contradictions in respect of column 7 & 8 between this Quality Plan and the approved drawings specifications, the latter shall prevail.
6. Wherever inspection by BHELs Purchaser/Third Party/Statutory authorities are mandatory, this shall be compiled with.
7. Inspection reports, log sheets, test reports/certificate. etc. shall be furnished to BHEL at the appropoate stages or at the time of final inspection, as required.
8. This Quality Plan is also applicable to spares, if any, under scope of supply of Vendor.
9. The quality plan shall be submitted in minimum 4 copies with a soft copy of the same or in line with contract requirements.

	PRE-QUALIFICATION REQUIREMENTS FOR FIRE SEALING SYSTEM – TYPE B RATE CONTRACT	PE-PQ-999-507-E006B
		REVISION NO. 00 DATE 02/05//2024
		SHEET NO. 1 OF 2

ITEMS : Fire sealing system

Vendor may be considered for evaluation for one or more of the following types of Fire sealing system:

Type 1 : Panel based

Type 2 : Mortar/ Powder based

SCOPE: Supply : YES; Erection & Commissioning : YES;

1	Availability of type test certificates conducted at independent Lab or witnessed by third party for the applicable type of fire sealing system and fire-retardant cable coating as per IS/ International standards.
2	Bidder should be OEM for the applicable type of fire sealing system. In case bidder is not OEM, offer shall be evaluated as per point no. 1 of Notes.
3	Repeat order received from at least one end user/ purchaser for supply and E&C of applicable type of fire sealing system during last Ten (10) years provided the gap between award of two POs is minimum two (2) years. OR Completion certificate from at least one end user/ BHEL PEM for successful execution of supply and E&C for applicable type of fire sealing system. Completion certificates should not be more than ten (10) years old from the date of techno-commercial bid opening.
4	Minimum two (2) nos. purchase orders for fire sealing system of applicable type shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

NOTES:

1. Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/Indian subsidiaries shall be evaluated as follows: -

a. If bidder happens to be an Indian subsidiary of foreign OEM, then the credentials of the foreign OEM can also, be considered for meeting PQR.

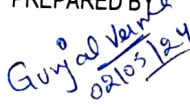
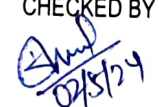
b. If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.

c. If bidder happens to bid jointly with their partner, then credentials of both the partners will be considered for meeting PQR as per distribution of the work. In all such cases, lead bidder as specified in bid documents shall be responsible for overall execution of the contract and all guarantee/ warranty.

d. If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. etc. and warranty/ guarantee shall be submitted along with the offer.

2. Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing

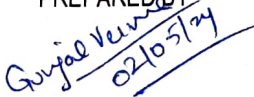
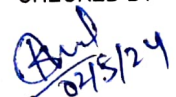
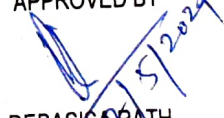
PREPARED BY  GUNJAL VERMA MANAGER (Electrical)	CHECKED BY  KHUSHBU AGRAWAL SR. MANAGER (Electrical)	REVIEWED BY  PRAVEEN DUTTA AGM(Electrical)	APPROVED BY  DEBASISARATH GM(Electrical)
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269817/2024/PS-PEM-EL

	PRE-QUALIFICATION REQUIREMENTS FOR FIRE SEALING SYSTEM – TYPE B RATE CONTRACT	PE-PQ-999-507-E006B
		REVISION NO. 00 DATE 02/05/2024
		SHEET NO. 1 OF 2

company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of the project.

3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
5. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

PREPARED BY  GUNJAL VERMA MANAGER (Electrical)	CHECKED BY  KHUSHBU AGRAWAL SR. MANAGER (Electrical)	REVIEWED BY  PRAVEEN DUTTA AGM(Electrical)	APPROVED BY  DEBASISA RATH GM(Electrical)
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PRE - QUALIFYING REQUIREMENTS

PROJECT:	Rate Contract
PACKAGE:	Fire Sealing System

CRITERIA FOR EVALUATION - FINANCIAL :

Amount (in Rs.)

Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than 4,44,00,000.00

Rs.Four Crore Forty Four Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.



UN PRICE SCHEDULE FOR RATE CONTRACT OF FIRE SEALING SYSTEM

S. No.	Item Code	Item Description	Unit of Measurement	Order Quantity	HSN Code	UNIT PRICE (EX-WORKS) (Rs)	TOTAL PRICE (EX-WORKS) (Rs)	FREIGHT CHARGES (EXCLUDING GST) @ % OF TOTAL EX WORKS FOR SUPPLY (INR)	Applicable GST Rate % on "Total Ex-Works +Freight (Freight Applicable for Main supply only)"	TOTAL F.O.R. SITE PRICE (INR)
A	B	C	D	E	F	G	H	I	J	K

A. MAIN SUPPLY

1	507-26037-A	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-1 hour	SQM	7500.00		0.124*X/7500	0.124*X			
2	507-26038-A	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-2 hour(PANEL/MORTAR BASED)	SQM	4500		0.0744*X/4500	0.0744*X			
3	507-26151-A	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-2 hour(MORTAR BASED)	SQM	4000		0.066*X/4000	0.066*X			
4	507-26039-A	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-3 hour	SQM	1500		0.0248*X/1500	0.0248*X			
5	507-26034-A	FSS-TYPE B FLOOR OPENINGS-1 hour	SQM	2000		0.0331*X/2000	0.0331*X			
6	507-26035-A	FSS-TYPE B FLOOR OPENINGS-2 hour(PANEL/MORTAR BASED)	SQM	800		0.0132*X/800	0.0132*X			
7	507-26152-A	FSS-TYPE B FLOOR OPENINGS-2 hour(MORTAR BASED)	SQM	1200		0.0198*X/1200	0.0198*X			
8	507-26036-A	FSS-TYPE B FLOOR OPENINGS-3 hour	SQM	500		0.0083*X/500	0.0083*X			
9	507-26040-A	FSS-TYPE B WALL OPENINGS-1 hour	SQM	1300		0.0215*X/1300	0.0215*X			
10	507-26041-A	FSS-TYPE B WALL OPENINGS-2 hour(PANEL/MORTAR BASED)	SQM	500		0.0083*X/500	0.0083*X			
11	507-26153-A	FSS-TYPE B WALL OPENINGS-2 hour(MORTAR BASED)	SQM	1000		0.0165*X/1000	0.0165*X			
12	507-26042-A	FSS-TYPE B WALL OPENINGS-3 hour	SQM	200		0.0033*X/200	0.0033*X			
13	507-26017-A	FSS TYPE-B PIPE SLEEVES (200 NB)	No.	1500		0.0026*X/1500	0.0026*X			
14	507-26154-A	COATING ON CABLES 30 MIN RATING	SQM	20000		0.0534*X/20000	0.0534*X			
15	507-26055-A	COATING ON CABLES 40 MIN RATING	SQM	81000		0.2918*X/81000	0.2918*X			
16	507-26013-A	TOOLS AND TACKLES	SET	30		0.0324*X/30	0.0324*X			
17	Total Ex-Works (for Supply)									

B. ERECTION & COMMISSIONING

1	507-26037-C	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-1 hour	SQM	7500.00		.0443*X/7500	.0443*X	Freight Not applicable for E&C		
2	507-26038-C	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-2 hour(PANEL/MORTAR BASED)	SQM	4500		0.0266*X/4500	0.0266*X			
3	507-26151-C	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-2 hour(MORTAR BASED)	SQM	4000		0.0236*X/4000	0.0236*X			
4	507-26039-C	FSS-TYPE B FLOOR OPENINGS BELOW PANELS-3 hour	SQM	1500		0.0089*X/1500	0.0089*X			
5	507-26034-C	FSS-TYPE B FLOOR OPENINGS-1 hour	SQM	2000		0.0118*X/2000	0.0118*X			
6	507-26035-C	FSS-TYPE B FLOOR OPENINGS-2 hour(PANEL/MORTAR BASED)	SQM	800		0.0047*X/800	0.0047*X			
7	507-26152-C	FSS-TYPE B FLOOR OPENINGS-2 hour(MORTAR BASED)	SQM	1200		0.0071*X/1200	0.0071*X			
8	507-26036-C	FSS-TYPE B FLOOR OPENINGS-3 hour	SQM	500		0.003*X/500	0.003*X			
9	507-26040-C	FSS-TYPE B WALL OPENINGS-1 hour	SQM	1300		0.0077*X/1300	0.0077*X			
10	507-26041-C	FSS-TYPE B WALL OPENINGS-2 hour(PANEL/MORTAR BASED)	SQM	500		0.003*X/500	0.003*X			
11	507-26153-C	FSS-TYPE B WALL OPENINGS-2 hour(MORTAR BASED)	SQM	1000		0.0059*X/1000	0.0059*X			
12	507-26042-C	FSS-TYPE B WALL OPENINGS-3 hour	SQM	200		0.0012*X/200	0.0012*X			
13	507-26017-C	FSS TYPE-B PIPE SLEEVES (200 NB)	No.	1500		0.0005*X/1500	0.0005*X			
14	507-26154-C	COATING ON CABLES 30 MIN RATING	SQM	20000		0.0111*X/20000	0.0111*X			
15	507-26055-C	COATING ON CABLES 40 MIN RATING	SQM	81000		0.0472*X/81000	0.0472*X			
16										
						Grand Total (Rs)		X		

NOTES:-

1. Please refer Technical Specification PE-RC-999-507-E017 for details.
2. Bidder to quote grand total value of the complete package (Rs X) only as per the BOQ above. The item wise break up of total price and unit price shall be derived as per the formulae indicated above.
3. Prices shall remain firm during contract execution.
4. Bidder to note that variation in quantity shall be +/- 30%.
5. No minimum quantity is guaranteed to successful suppliers.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

ANNEXURE II TO MOP
SPECIAL CONDITION OF RATE CONTRACT FOR FIRE SEALING SYSTEM

1. BHEL/PEM intends to enter into Framework Agreement (Rate Contract) for the Fire Sealing System package. Framework Agreement (Rate Contract) Validity for ordering shall be two years from the purchase order for Rate Contract.
2. BHEL-PEM will place purchase order for Framework Agreement (Rate Contract) only on suppliers who are registered with BHEL-PEM. Bidders who are not registered with BHEL-PEM needs to apply & get registered for subject package with PEM before Reverse Auction & hence they need to apply online for registration on PEM web portal & have to enclose acknowledgement with the bid documents else their bid may not be considered for evaluation.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

3. Framework Agreement (Rate contract) is proposed to be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR site price (Ex-works + freight) for this package. However, order for a project shall not be split.
4. Quantity variation shall be applicable as +- 30 % of the contract value. Bidders shall be informed that the quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
5. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of Fire Sealing System required at various BHEL project sites. All bidders will be informed the following –
 - a) As and when requirement arises, the concerned Project Groups of BHEL-PEM will place order directly on the supplier against the Framework Agreement (Rate Contract).
 - b) The drawings/ documents submission & approval, submission of Performance Security/Performance Bank Guarantee, submission of invoices, processing and release of payment after supply of material shall be dealt as per Framework Agreement (Rate Contract) contract terms and shall be directly done with respective agencies which has placed purchase order noted at sl.no. (a) above.
6. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
7. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
8. The prices shall be FIRM during the period of two years with a provision for further extension after review on mutual consent.
9. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

10. Other terms and conditions shall be as per Standard Technical Specification No. PE-RC-999-507-E017, GCC Rev 07 & Corrigenda 01 to GCC Rev 07, Enquiry letter.
11. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
12. Tentative quantity is given in enquiry.
13. Bidders to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
14. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

List of Projects considered for Rate Contract of Fire sealing system

1	1X660 MW SAGARDIGHI TPS
2	2X660 MW NTPC BARH STPP STAGE-II FGD
3	4 X 210 MW + 3 X 500 MW NTPC KAHALGAON FGD
4	1X800 MW KOTHAGUDEM FGD
5	3X660MW NABINAGAR FGD
6	1X500MW KORBA FGD
7	2X500MW SIPAT FGD
8	2X500MW TUTICORIN FGD
9	2X500MW ENNORE
10	2X660MW UDANGUDI
11	4X270MW BHADRADRI FGD
12	3X660 NK EPC UNIT 2&3
13	1X200MW + 1X210MW UKAI TG R&M U#3&5
14	3X660MW NORTH KARANPURA FGD
15	3X660 MW NTPC BARH STPP STAGE-I FGD
16	5X 800 MW YADADRI
17	3X800 MW PATRATU
18	4X250 MW NABINAGAR FGD
19	2X210MW PARICCHHA-B ESP R&M
20	1X800MW NORTH CHENNAI FGD

Make In India certification

Letter head of Company/Cost Auditor/Statutory Auditor

Ref.

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference:

Name of Package: Framework Agreement (Rate Contract) for Fire Sealing System

Dear Sir,

We hereby certify that items offered by us of “Framework Agreement (Rate Contract) for Fire Sealing System” meets the requirement in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20 and subsequent orders if any.

Local Content:_____ %

We further confirm that details of location at which the local value addition will be done at our works located at
.....
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)
..... (firm name)

Land Border Certificate

GeM Bid Number:

Dated:

Tender Title:

This has reference to order no. F.No.7/10/2021-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division. We, M/s _____, confirm the following:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this M/s _____ is not from such a country.

I hereby certify that this M/s _____ fulfills all requirements in this regard and is eligible to be considered.

Signature with Company seal

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

 For & On behalf of the Principal
 (Office Seal)

Place _____

Date _____

Witness: _____
 (Name & Address) _____

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

(2)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

Cost of Withdrawal

PROJECT:-						Framework Agreement (Rate Contract)			
PACKAGE :-						Electric Hoist			
TENDER ENQUIRY :-									
NAME OF THE BIDDER									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									

NOTES:

- Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.