

Ref. Enquiry No.: PE/PG/BHU/E-7141/2022, Dated 23.12.22

<b>DUE DATE</b>
<b>02 Jan 23</b>
<b>BY 03:00 PM</b>

Dear Sir/ Ma'am

**Subject: Open tender Enquiry for "FIRE SEALING SYSTEM" for 1 x 660 MW Bhusawal TPS as per Technical Specification No. PE-TS-415-507-E016.**

BHEL invites your offers for Design, manufacture, inspection, testing and packing for transportation, delivery, Erection & Commissioning at Site, handing over of "FIRE SEALING SYSTEM" complete in all respect including all accessories as specified in tender technical specification PE-TS-415-507-E016 amendments & agreements till placement of order for **1 x 660 MW Bhusawal TPS**.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description – FIRE SEALING SYSTEM		
Sl. No.	Project	TECHNICAL SPECIFICATIONS
1	1 x 660 MW Bhusawal TPS	PE-TS-415-507-E016

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 03:00 PM**. Part-I (techno-commercial) bids shall be opened at **05:00 PM** on the due date.

**Note:** 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>, <https://www.bhel.com/tenders>; <https://pem.bhel.com/Home.aspx>

**Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.**

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

**ENQUIRY TERMS AND CONDITIONS:**

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

**Part-I: TECHNO-COMMERCIAL BID**

**Part-II: PRICE BID**

For detailed instructions, please refer GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/gcc.aspx>

3. Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 07 incl. Corrigenda to GCC Rev 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions
- Technical Specification
- Technical PQR
- Financial PQR
- Special Conditions of Contract (SCC Rev. 01) of Project.
- Enquiry terms & conditions (NIT)
- Annexures I –IV
- Mahagenco- vendor approval performa

4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.

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5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).

10. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

<b>Mr. Mohit Kumar</b> Engineer, PG-III E-mail: mohitgupta@bhel.in Ph. +91-120-4368832; Mob: 7503530406 BHEL PEM, SEC-16, Film city Noida 201301	<b>Mr. Rahul Bhatnagar/Sh. SK Dubey</b> MGR, PG-III/SDGM-PG-III E-Mail: rahulbhatnagar@bhel.in Ph. No. +91-120-4363635; Mob: 8800377855 BHEL PEM, SEC-16, Film city Noida 201301
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11. Evaluation shall be done on Total Cost to BHEL basis (excluding GST). The evaluation currency shall be INR.
12. **MODE OF EVALUATION FOR FINALISATION OF PRICES (REVERSE AUCTION): -**  
"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."  
"Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07."

13. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**  
For subject tender, only Class I and class II local suppliers are eligible to bid as per para no. 5 of PPP-MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".  
Purchase Preference -As per para no. 3A of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT.  
The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I/Class II local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made in annexure IV.

Subject package is not divisible in nature. Margin of Purchase preference is 20%.

14. **MSE Preference:** - Being subject package is not divisible, MSE preference shall not be applicable.
15. Delivery Schedule: -  
**(a) Main Supply (Lot-1): -**  
**Within 6 (Six) months** from the date of PO. Drawings/documents submission & resubmission schedule shall be as per Annexure of delivery schedule. Delay (if any) in BHEL's comments/ approval beyond 18 days shall be in BHEL's

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account and will be considered for delay analysis. Further if there is any delay in approval of primary drawing/documents from BHEL side beyond 18 days, the delivery period shall be re fixed without LD for the period of delay in approval of primary drawing/documents beyond 18 days by BHEL.

**(b) For subsequent Lots: - Within three (03) months** from lot clearance by BHEL. Any further lot will be released only after approval of all primary documents.

**(c) E&C:** Vendor to complete E&C within 3 months from release of fronts by BHEL site. Site front availability will be reckoned as "date when site inform for mobilization of manpower and resources.

**Note:** - Total scope of the PO shall be executed within three (03) year from the PO Date. However, LD will be governed as per delivery terms mentioned at point (a), (b) & (c) above.

Following shall be made part of NIT:

- a) The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- b) The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- c) Non-applicable drawings shall be decided during bid evaluation.
- d) Wherever schedule of drawings/documents submission/ re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

16. Bidder to note that this is a conditional Open Tender enquiry subject to following condition: -

- A) Meeting of Technical & Financial PQR
- B) Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
- C) Approval of vendor from end Customer (MAHAGENO) as applicable. Same shall be taken up by BHEL-PEM with customer. Bidders should furnish the credentials as per Mahagenco Vendor approval performa along with their bid.

17. 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. In case the same is found not available, BHEL has the right to reject such document from evaluation.

18. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020, 08.02.21 & 06.09.22 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 & dated 16.11.21 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III of the said circular) shall be furnished by bidders along with bid documents.

19. CIF is not available for this package.

20. Prices are firm and Price Variation Clause (PVC) shall not be applicable for subject package.

21. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at [www.bhelpem.com](http://www.bhelpem.com) → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.

22. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only ([www.pem.bhel.com](http://www.pem.bhel.com), [www.bhel.com](http://www.bhel.com) & <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.

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23. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
24. Bidders to quote the freight in terms of percentage of Total Supply Ex-works price.
25. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
26. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection REMOTELY.
27. 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.
28. 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 and binding.
29. **Performance Bank Guarantee:** Performance Security amount shall be @3% of the value of contract value (excluding taxes duties & freight) as per GCC Rev 07 & Corrigenda to GCC Rev 07, if applicable.
30. For Erection & Commissioning (at site) scope, LOA shall be placed by BHEL-PEM, further PO placement & execution shall be done by PS-WR region. Further, BG for E & C scope PO/LOA shall be submitted in favour of PS-WR.
31. Payment terms shall be as follows: -
  - a) **For Supply Scope** - As per clause no. 9.3 of GCC- Rev 07 and Corrigenda to GCC Rev 07
  - b) **For Erection & Commissioning** - As per clause no. 9.4 of GCC- Rev 07 and Corrigenda to GCC Rev 07
  - c) **For Type Test** - As per clause no. 9.5 of GCC- Rev 07 and Corrigenda to GCC Rev 07.
32. Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.
33. **Integrity Pact (applicable):** Integrity pact is applicable for subject package. 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. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. The names of the IEMs in panel are as follows:

**I. IEM-1 details-** Shri Otem Dai, IAS (Retd.), [iem1@bhel.in](mailto:iem1@bhel.in)

**II. IEM-2 details-** Shri Bishwamitra Pandey, IRAS (Retd.), [iem2@bhel.in](mailto:iem2@bhel.in)

**iii. IEM-3 details-** Shri Mukesh Mittal, IRS (Retd.), [iem2@bhel.in](mailto:iem2@bhel.in)

The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial 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.

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 the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

" 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 officials."

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34. Overall (%) variation in contract values (due to changes in the scope) shall be limited to +/-30%. This will prevail over the quantity variation Cl. No. 6.0 of GCC, Rev. 07.
35. All other terms and conditions of SCC (Rev 02) of project, NIT, GCC (Rev 07) and corrigenda to GCC Rev 07 shall be applicable for the subject package. In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC - Rev. 07.
36. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -
- Acceptance of BHEL-PEM GCC (Rev.-07) and Corrigendum to GCC Rev 07
  - Acceptance of Special Conditions of Contract (SCC Rev. 02) for the project.
  - Technical & Commercial Deviations, if any along with Cost of withdrawal.
  - TECHNICAL PQR
  - Financial PQR
  - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
  - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row (annexure –II)
  - Filled Format of Certification reg. Local content (annexure –IV)
  - Declaration about land border certificate (annexure –III)

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.  
Thanking You

❖ **Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.**

Yours faithfully,  
For and on behalf of BHEL-PEM

**Mohit Kumar**  
(ENGR/PG-III/BHEL-PEM)

**Enclosures:**

1. Technical Specification No. **PE-TS-415-507-E016**
2. Technical PQR
3. Financial PQR
4. HSE Guidelines
5. Delivery completion cum Drawings/documents submission Schedule (Annexure –III)
6. BOQ cum Unpriced format & COW - Annexure –I & II
7. Format for land border certificate
8. Format of Certification reg. Local content
9. Performa for vendor approval - Mahagenco
10. Integrity Pact
11. GCC-07 Corrigendum to [https://pem.bhel.com/Documents/GCC/CORRIGENDA\\_01\\_GCC%20REV%2007.pdf](https://pem.bhel.com/Documents/GCC/CORRIGENDA_01_GCC%20REV%2007.pdf)
12. GCC (Rev. 07)- <https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

**Note:** - Wherever GCC rev 07 is mentioned in tender documents, same shall be read in conjunction with corrigendum to GCC rev 07.

Note-Bidders to quote value in highlighted box only.

Bidder's Name-													
S. No.	DESCRIPTION OF EQUIPMENT / ITEM FOR OIL FILLED SERVICE TRANSFORMERS	DESCRIPTION 1	HSN CODE	Order Quantity	LOT-1 Quantity	Unit	Unit Ex- Works Price (Rs.)	Total Ex-Works Price (Rs.)	Freight % of Total Ex- works Price	Freight Charges (Rs.)	Rate of GST (%)	GST Amount ON Total Ex-works Price & Freight (Rs.)	Total FOR Site Price (Rs.)
(A)	<b>SUPPLY ITEMS:- FIRE SEALING SYSTEM</b>												
A1	FSS-TYPE B FLOOR OPENING BLW PANELS 3HR	(SUPPLY ITEM)	3816	1100	550	SQM		0		0		0	0
A2	FSS-TYPE B FLOOR OPENINGS 3HR	(SUPPLY ITEM)	3816	220	110	SQM		0		0		0	0
A3	FSS-TYPE B WALL OPENINGS 3HR	(SUPPLY ITEM) ]	3816	200	100	SQM		0		0		0	0
A4	FSS TYPE-B PIPE SLEEVES (200 NB) 3HR	(SUPPLY ITEM)	3816	450	225	NOS.		0		0		0	0
A5	COATING ON CABLES	(SUPPLY ITEM)	3208	40000	20000	SQM		0		0		0	0
A6	TOOLS & TACKLE	(SUPPLY ITEM)	8479	1	1	SET		0		0		0	0
A7	TYPE TEST FOR FIRE PROOF SEALING SYSTEM	TYPE TEST (Refer Annexure-A)	9983	1	1	SET		0	NA			0	0
(B)	<b>Erection &amp; Commissioning ITEMS:- FIRE SEALING SYSTEM</b>												
B.1	FSS-TYPE B FLOOR OPENING BLW PANELS 3HR	(Erection & Commissioning)	9954	1100	550	SQM		0	NA			0	0
B.2	FSS-TYPE B FLOOR OPENINGS 3HR	(Erection & Commissioning)	9954	220	110	SQM		0	NA			0	0
B.3	FSS-TYPE B WALL OPENINGS 3HR	(Erection & Commissioning)	9954	200	100	SQM		0	NA			0	0
B.4	FSS TYPE-B PIPE SLEEVES (200 NB) 3HR	(Erection & Commissioning)	9954	450	225	NOS.		0	NA			0	0
B.5	COATING ON CABLES	(Erection & Commissioning)	9954	40000	20000	SQM		0	NA			0	0
(C)	<b>GRAND TOTAL FOR EVALUATION (RS.)(A+B)</b>							0		0		0	0

**NOTES :**

1	The fire sealing area indicated under Column "Ordered Quantity" above shall be considered for ordering purposes. Bidder shall indicate during detailed engineering, the quantity of material required to be supplied on per unit basis for each of the items mentioned above, which shall be used for billing purposes of the supply portion after review and acceptance. However, the vendor shall supply the actual material necessary for meeting the specified area requirements as per type-tested arrangement without any commercial implication.				
2	Complete LOT 1 Quantity shall be released along with LOI.				
3	Quantity variation shall be limited to (-) 30% to (+) 30% of the contract value arrived at on the basis of the total ordered quantities. LOT 1 quantities shall be cleared for supply along with the LOI/ PO. However, supplies of quantities shall be made only after approval of drawings, datasheets, quality documentation and successful completion of type testing.				
4	Successful bidder is responsible for estimation of additional quantities based on site conditions and work progress. The estimates shall be used by BHEL as inputs for clearing further quantities. These activities shall be completed within the overall contractual period.				
5	For Type Test requirements refer clause no. 12.0 of Datasheet-A & clause no. 3.0, 4.0 and 5.0 of Section-II of specification.				

1X660 MW BHUSAWAL TPS  
**ANNEXURE-A**  
**FIRE SEALING SYSTEM- TYPE TESTS**

S.NO	TYPE TEST	
	DESCRIPTION	UNIT
1	<b>FIRE STOP SYSTEM</b>	LOT
a)	ACCELERATED AGEING TEST	
b)	WATER ABSORPTION TEST	
c)	FIRE RATING TEST	
d)	HOSE STREAM TEST	
e)	VIBRATION TEST FOLLOWED BY FIRE RATING TEST	
f)	TEMPERATURE RISE TEST FOR CABLES IN FIRE STOP	
g)	ANTI-RODENT TEST	
2	<b>TYPE TEST FOR FIRE PROOF CABLE COATING ARE</b>	
a)	FLAMMABILITY TEST (IEC-60332-3-32)	
b)	LIMITING OXYGEN INDEX TEST (ASTMD-2863), LIMITING OXYGEN INDEX OF THE MATERIAL SHALL BE GREATER THAN 60%	

ANNEXURE - II									
SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION									
PROJECT:- 1 x 660 MW BHUSAWAL TPP									
PACKAGE:- FIRE SEALING SYSTEM									
TENDER REF NO - PE/PG/BHU/E-7141/2022 Dtd. 23.12.2022									
NAME OF VENDOR:-									
SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
<b>TECHNICAL DEVIATIONS</b>									
<b>COMMERCIAL DEVIATIONS</b>									
<b>PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE</b>									
<b>NAME</b>				<b>DESIGNATIONS</b>		<b>SIGN &amp; DATE</b>			
<b>NOTES:</b>									
1. Cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.									
2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.									
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.									
5. Bidder shall furnish price copy of above format along with price bid.									
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VII, 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 withdrawl of deviation shall be taken as NIL.									
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.									
10. 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.									
11. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.									
12. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.									
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.									

Annezure-III- Drawing Documents Submission, Resubmission Schedule of FIRE SEALING SYSTEM-BHUSAWAL							
Sl. No.	Package name	BHEL Drawing No	Drawing Title	Primary/Secondary	Drg Sch for Vendors	Delivery Terms for Supply Portion	E & C Scope
1	FIRE SEALING SYSTEM	PE-V0-415-507-E905	QUALITY PLAN FOR CABLE FIRE SEALING SYSTEM	Primary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	<b>(a) Supply (Lot-1):</b> - Within 6 (Six) months from the date of PO. Drawings/documents submission & resubmission schedule shall be as per Annexure of delivery schedule . Delay (if any) in BHEL's comments/ approval beyond 18 days shall be in BHEL's account and will be considered for delay analysis. Further if there is any delay in approval of primary drawing/documents from BHEL side beyond 18 days, the delivery period shall be re fixed without LD for the period of delay in approval of primary drawing/documents beyond 18 days by BHEL.  <b>(b) For subsequent Lots:</b> Within three (03) months from lot clearance by BHEL. Any further lot will be released only after approval of all primary documents.  <b>(c) E&amp;C:</b> Vendor to complete E&C within 3 months from release of fronts by BHEL site. Site front availability will be reckoned as "date when site inform for mobilization of manpower and resources.  <b>Note:</b> - Total scope of the PO shall be executed within three (03) year from the PO Date. However, LD will be governed as per delivery terms mentioned at point (a), (b) & (c) above.	E&C by supplier : Vendor to complete E&C within 3 months from release of fronts by BHEL site. Site front availability will be reckoned as "date when site inform for mobilization of manpower and resources.
		PE-V0-415-507-E042	INSTALLATION DRGS. OF CABLE FIRE SEALING SYSTEM	Primary			
		PE-V0-415-507-E041	TECHNICAL DATA SHEET OF CABLE FIRE SEALING SYSTEM	Primary			
		PE-V0-415-507-E043	TYPE TEST REPORT / CERTIFICATES	** Primary/Secondary	Case 1: If Type Test Report is available and Type test conduction is not required as per technical Specification, Type test report to be submitted as below: R-0 within 14 days from date of PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.  Case 2: If Type Test Report is not available as per technical Specification, Newly conducted test report to be submitted as below: R-0 within 02 months of approval of other primary drawing/documents & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.  Case 3: For the cases where earlier conducted Type test reports are available as per technical Specification, however the Type Test need to be conducted as per contractual requirement, Type Test Report to be submitted within 1 week of type test conduction & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.  ** For Cases 1 & 2 above, the document shall be "Primary" and for Case - 3 the document shall be "Secondary"		
		PE-V0-415-507-E906	FIELD QUALITY PLAN FOR CABLE FIRE SEALING SYSTEM	Secondary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.		
		PE-V0-415-507-E044	Bill of material	Secondary			

**(ON COMPANY LETTER HEAD)**

To,  
M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for FIRE SEALING SYSTEM for 1 X 660 MW BHUSAWAL TPP, Tender No. PE/PG/BHU/E-7141/2022 Dtd. 23.12.2022
2. Ministry of Finance circular dated 23.07.20, 08.02.21 & 06.09.22 reg. restriction under rule 144 (xi) of GFR.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s ..... (bidder name) is not from such a country and is eligible to be considered/participate in tender enquiry for against aforesaid tender enquiry.

Sign & Signature (Not below Director/owner of the company)

Date:

Place:

**LOCAL CONTENT CERTIFICATE**  
**(ON COMPANY LETTER HEAD)**

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector 17 A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No.: PE/PG/BHU/E-7141/2022 Dtd. 23.12.2022

Name of Package: FIRE SEALING SYSTEM

Project Name: 1 X 660 MW BHUSAWAL TPP

Dear Sir,

We hereby certify that items offered by us for EPR INSULATED FIRE SURVIVAL CABLE for 1 X 660 MW BHUSAWAL TPP has local content of        %

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and we qualify as Class        supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:


Thanking You,  
Yours faithfully,

M/s \_\_\_\_\_

**(ON COMPANY LETTER HEAD)**

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -I6A, Noida (U.P)-201301

**Subject: - No Deviation Certificate**

Reference: Tender Enquiry No.: PE/PG/BHU/E-7141/2022 Dtd. 23.12.2022

Name of Package: FIRE SEALING SYSTEM

Project Name: 1 X 660 MW BHUSAWAL TPP.


Dear Sir,

We hereby confirm that we have not taken any deviation in the above referred tender enquiry.

If any deviation in any part of our offer is found same shall be null & void.

Thanking You,  
Yours faithfully,

M/s \_\_\_\_\_

	<b>PROJECT ENGINEERING MANAGEMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>  <b>Revision no. 07</b>	<b>ANNEXURES</b>
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## ANNEXURE– VIII

### 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

\_\_\_\_\_. 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 Independent External Monitor(s), 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. He commits

	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center"><b>Revision no. 07</b></p>	<p align="center"><b>ANNEXURES</b></p>
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himself to observe the following principles during his 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 IPC/ PC 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 will await their decision in the matter.

### **Section 3 – Disqualification from tender process & 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center">Revision no. 07</p>	<p align="center"><b>ANNEXURES</b></p>
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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.

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors**

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM 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 organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

9.1 This Pact shall be operative from the date IP 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. Issues like warranty/ guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

#### **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

\_\_\_\_\_  
For & On behalf of the Principal  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Maharashtra State Power Generation Company Limited			
Bhusawal Project (1x660MW)			
Proforma of Vendor Approval			
Sr. No.	Information/ Particulars required	Details furnished along with documents thereof	Remarks if any
1	Name of System /Package/Item:		
2	Name of agency on whom order for the main work is placed		
3	Approval for (Name of construction material)		
4	Name of the vendors specified in contract document for this material		
5	Name of the proposed Sub Contractor(Vendor)		
6	Reasons for asking new vendor		
7	Details of supporting documents in lieu of above reasons		
8	Specific requirement of material in terms of dia, size, quantity etc.		
9	When the material is required & for which structure		
10	Whether vendor is Partnership/ Pvt./Public Ltd. Company		
11	Particular of registration with Government		
	i) GST registration No.		
	ii) Company registration No. & Incorporation Certificate		
	iii) PF & ESIC Certificate.		
	iv) Pan No.		
12	Address of vendor's factory		
13	Contact No. of vendor's representative for additional information		
14	Production Business Area		
16	Average annual turnover for last three years as per CA's Certificate		
17	Name of Companies where the vendor is registered		
18	Details of orders completed last 3 years (Quantity & amount)		
19	Details of orders in hand (Quantity & amount)		
20	Maximum value & quantity of work executed during last 3 years		
21	Name of the reputed, well known clients to whom the vendor has supplied the material		
22	End users Performance Certificate (Name & documents) along with the relevant PO.		
23	Any additional information		
24	Recommendation		

M/s BHEL

Sub-Contractor