

Ref. Enquiry No.: PE/PG/NSP/E-6603/2020, Dated 12.02.2021

DUE DATE
Date 22 -02-2021
BY 02:00 PM

Dear Sir / Madam,

Subject: Tender Enquiry for “FIRE SEALING SYSTEM” as per Technical Specification No. PE-TS-427-507-E016 (Rev. 00) for 1 X 250 MW NSPCL ROURKELA PP-II Exp

BHEL invites your offer for Design, manufacturing, inspection & testing at manufacturer's works, proper packing, delivery to site, handling and erection & commissioning of **Fire Sealing System** for cable openings through floors & below panels, as mentioned in different sections of Technical specification, amendment & agreements till placement of order.

- a. Your best quotation / offer shall be submitted in two parts strictly as per Clause-2.0 of the “Instructions to Bidders” of GCC, Rev. 07, in line with our terms and conditions, online via e-procurement system on <https://eprocurebhel.co.in>

S. No.	PROJECTS	ITEM DESCRIPTION	TECHNICAL SPECIFICATION NO.
1	1 X 250 MW NSPCL ROURKELA PP-II Exp	FIRE SEALING SYSTEM	PE-TS-427-507-E016

Note: 1. Detailed tender documents have been uploaded at the following websites.

- a. <https://eprocurebhel.co.in>
b. www.bhel.com
c. www.pem.bhel.com

Corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted only on www.bhelhelpem.com, 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.

Your best quotation/offer for the above requirement, in line with enquiry terms and conditions, should be submitted online via e-procurement portal (<https://eprocurebhel.co.in>). It shall be the responsibility of the bidder to ensure that the tender is submitted **via e-PROCUREMENT SYSTEM** (<https://eprocurebhel.co.in>) **on or before the due date by 2:00 P.M.** Part-I bids shall be opened at 4:00 P.M on the due date through e-procurement Portal (<https://eprocurebhel.co.in>).

ENQUIRY TERMS AND CONDITIONS:

In this Enquiry GCC REV. 07 is applicable. Link to GCC REV. 07 is <https://pem.bhel.com/gcc.aspx> Bidders are requested to go through the same while submitting the offer.

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

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please see Pg. 1-15 of “Instructions to Bidders” of GCC Rev. 07.

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2. Bidders to note that following form the part of tender documents & will become a part of the Order / Contract after its finalisation:
 - a. General Conditions of Contract (GCC) Rev. 07 comprising of Instructions to Bidders and General Commercial Terms & Conditions.
 - b. Technical Specification.
 - c. Special Conditions of Contract (SCC, Rev. 01).
 - d. Enquiry Letter with Terms & Conditions.
 - e. NTPC's Main & Sub-supplier questionnaire.
 - f. Technical & Financial PQR.
 - g. Format for Local Content Certification.
 3. 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 (Cost of withdrawal) of GCC, Rev. 07 along with reasons for taking such deviations. Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II (Cost of withdrawal) and standard pre-printed terms & conditions shown separately or found hidden in the offer, will not be taken cognizance of. Bidders to note all the points mentioned in "Notes" of Annexure-II to GCC, Rev. 07.
 4. In case of joint bidding, Bidders shall be required to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope as per NIT.
 5. Please note that part supplies offered for subject package & Project shall disqualify the bidder's offer.
 6. **Contract Performance Bank Guarantee shall be 3% of order/contract value (excluding taxes, duties & freight). This shall supersede Cl. no. 11.2 of 'General Commercial Terms & Conditions' of GCC Rev07.**
 7. **"BHEL shall be finalizing this tender with price bid opening and will not be conducting RA. Bidders to quote suitably. Bidders to note that this clause will supersede clause no 13 of 'Instruction to Bidders' of GCC Rev 07.**
 8. **CIF is available for 1 X 250 MW NSPCL ROURKELA PP-II Exp. project. Bidders to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their bids/offers. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their bids/offers (Refer point no. 21 of project SCC Rev01)**
 9. Bidders to submit documents for compliance of Technical & Financial PQR criteria and Credentials required for approval of Customer/NTPC along with their offer. Offer of only those bidders shall be considered for Part-II who meets the technical & Financial PQR criteria and approved/accepted by customer/NTPC.
- Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of documents/certificate issuing authority such as name & designation of issuing authority and its organisation contact number and email id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.***
10. 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.

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11. Bidder to note that only Class-I and Class-II suppliers shall be eligible to bid for this tender.
12. Bidder to note that this is a conditional Open Tender (Indian) enquiry. Hence, Price Bid (Part-II) Opening shall be subject to following criterion:
 - i) Techno-commercial qualification / recommendation of bidder by BHEL-PEM.
 - ii) Fulfilment of Technical and Financial pre-qualifying requirements.
 - iii) **Approval of bidder by End Customer:** Approval shall be taken up by BHEL with customer based on the credentials/ reference list (for bidders presently not approved by customer). Hence, Bidders are requested to submit the following (as part of their credentials) on or before Part-I opening: -
 - NTPC's Main & Sub-supplier questionnaire (enclosed with enquiry) and submit all the supportive documents against details furnished therein (signed & stamped on each page).
13. **Delivery Schedule: -**

(a) **Main Supply for Lot-I:** - Within Six (06) months from date of CAT-1 approval of Primary drawing/documents OR BHEL manufacturing clearance, whichever is later.

SUBMISSION AND RE-SUBMISSION SCHEDULE FOR DRAWINGS/DOCUMENTS APPLICABLE FOR SUBJECT TENDER:

BHEL Drawing No	Drawing Title	Primary/Secondary	Drg Sch for Vendors
PE-V0-XXX-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.
PE-V0-XXX-507-E042	INSTALLATION DRGS. OF CABLE FIRE SEALING SYSTEM	Primary	
PE-V0-XXX-507-E041	TECHNICAL DATA SHEET OF CABLE FIRE SEALING SYSTEM	Primary	
PE-V0-XXX-507-E043	TYPE TEST REPORT / CERTIFICATES	Primary	R-0 within 03 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.
PE-V0-XXX-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-XXX-507-E044	Bill of material	Secondary	

NOTE: "XXX" IN ABOVE DRAWING NUMBERS TO BE REPLACED WITH "427" TO GET THE UNIQUE DRAWING NUMBER.

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In case date of CAT-1 approval of Primary drawing/documents is later than the date of BHEL manufacturing clearance then for delay analysis, any delay in submission/re-submission of Primary drawing/documents shall be reduced from the given delivery period of 06 months. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

In case BHEL manufacturing clearance date is later than date of cat-1 approval of Primary drawing/documents, then for delay analysis submission/re-submission time of Primary drawing/document shall not be considered.

(b) For subsequent Lots: Within five (05) months from lot clearance by BHEL.: -

(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.

Further Following to be noted

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.

14. **The Evaluation Currency for this tender shall be INR.**

15. Terms of Delivery (For Indian Bidders) :- F.O.R Dispatch Station.

16. Evaluation will be done on **Total cost to BHEL (excluding GST) basis** as per Cl. No. 19.2 of Instruction to Bidders of GCC, Rev. 07.

"In 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 bidders.

In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding."

17. 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.

18. MSME bidders will have to furnish the UAM details.

19. The nature of package is "Non-divisible".

20. **For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 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.**

21. **For this procurement, the local content to categorize a supplier as a Class-I local supplier/Class-II local supplier/Non local supplier, is as defined in Public Procurement (Preference to Make In India), Order 2017**

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dated 04.06.2020 issued by DPIIT. 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"

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (in prescribed format as enclosed) that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

22. **Bidders to ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No.1 & 2) F. No. 6/18/2019/PPD Dt. 23/07/2020.**
Bidders to also submit "Model Certificate for Tenders" as per Annexure-III of above referred order of MoF.
23. **Bidders to ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. Dt.23/07/2020, if applicable.**
24. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <http://www.bhel.com>.
25. The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
26. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on "www.bhel.com" for participating in tender enquires through e-procurement. 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.
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. This item/package/system falls under the list of items defined in Para 3 of Ministry of Finance guidelines dated 20.09.2016 (procurement of items related to public safety, health, critical security operations and equipment's etc.) & hence criteria of prior experience/turnover shall be same for all the bidders including startup/ MSME.
29. For the bidders (who are not registered with BHEL-PEM), Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted.
30. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

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<p>ISHA RAWAT/DY MGR, PG-III</p> <p>E-MAIL: isharawat@bhel.in</p> <p>Ph. No. +91-120-4213577; Mob: +91-9711099607</p>	<p>RAEESUL AZAM/Dy. Engr, PG-III</p> <p>E-MAIL: raeesulazam@bhel.in</p> <p>Ph. No. +91-120-4368520; Mob: +91-9990663720</p>
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31. 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 attached to take up the inspection REMOTELY.
32. All other Terms & conditions will be as per GCC-Rev. 07, SCC-Rev. 01 and NIT.
33. **Detailed offers are to be submitted included the following along with the Price schedule as per BHEL format enclosed with NIT: -**
 - Acceptance of GCC, Rev. 07.
 - Acceptance of Special Conditions of Contract (SCC).
 - Technical Deviations and commercial deviations as per annexure-II of GCC Rev 07, if any. **(Mandatory to be filled & submitted along with techno-commercial offer).**
 - Technical and Financial PQR documents.
 - Compliance certificate of Technical specification (Duly signed & stamped by Bidder).
 - Document required in technical specification along with bid.
 - Local Content Certification in the enclosed format
 - Bidder to mention “Quoted” in each and every box of BoQ cum Unpriced Format.
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.

Thanking You.
Yours Sincerely,

ISHA
RAWAT

Digitally signed by ISHA RAWAT
DN: c=IN, o=Bharat Heavy
Electricals Limited, ou=BHEL PS
PEM Noida, postalCode=201301,
st=Uttar Pradesh,
2.5.4.20=814738b460e12399fa4a
9cad79c1c70eee9779dc45a810a
a23bf2d79ea980a88, cn=ISHA
RAWAT
Date: 2021.02.12 14:24:53 +05'30'

Isha Rawat (Dy Mgr / PG-III / BHEL-PEM)

Enclosures:

1. Technical Specification No. **PE-TS-427-507-E016 (Rev. 00)**.
2. BoQ cum Unpriced Format.
3. Project SCC, Rev. 01.
4. Technical and Financial PQR.
5. Guidelines for Remote Inspection.
6. NTPC's Main & Sub-Supplier Questionnaire
7. Local Content Certification in the enclosed format
8. Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020.
9. Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
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VOLUME II

NTPC-SAIL POWER COMPANY (P) LIMITED

1 X 250 MW ROURKELA PP-II EXPANSION PROJECT

TECHNICAL SPECIFICATION

FOR

***FIRE SEALING SYSTEM
SUPPLY & INSTALLATION***

SPECIFICATION NO: *PE-TS-427-507-E016*

REVISION: 0



BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR

PROJECT ENGINEERING MANAGEMENT

NOIDA, UP (INDIA) – 201301

171695/2021/PS-PEM-EL



TECHNICAL SPECIFICATION FOR FIRE SEALING SYSTEM SUPPLY & INSTALLATION

SPECIFICATION NO. PE-TS-427-507-E016

VOLUME II

SECTION

REVISION 0

DATE: 29.06.2018

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	SPECIFIC TECHNICAL REQUIREMENTS	02
	DATA SHEET – A	01
	DATA SHEET – B/ C	02
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	FORMAT OF QUALITY PLAN	02

Total nos. of sheets including cover & separator sheets = 22 sheets



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

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SECTION – I

STANDARD TECHNICAL REQUIREMENTS



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

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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 deviation 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 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 **Fire Sealing System** for cable openings through floors & below panels 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-II.

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.
- 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.

4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 4.1 The following information shall be furnished with the bid:
- Data Sheet-B
 - Type test certificates for fire sealing system (Type – A) as mentioned in section-II. Type test certificates should not be older than 10 June 2005.



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- c) Type test procedure
- d) Typical drawings showing arrangement of various components and thickness etc.
- e) Complete detail of the system

4.3 Following documents shall be submitted for specific project requirement after placement of order for BHEL & customer's approval:-

S. No	Document No.	Document title	Document type	First Submission	Re-submission
1.	Technical Data Sheet	PE-V0-427-507-E041A	Primary	Within 2 weeks of PO	Within 10 days after comments
2.	Installation Drawings	PE-V0-427-507-E042A	Primary	Within 2 weeks of PO	Within 10 days after comments
3.	Type test certificates	PE-V0-427-507-E043A	Primary	Within 2 weeks of PO	Within 10 days after comments
4.	Manufacturing Quality Plan	PE-V0-427-507-E905A	Primary	Within 2 weeks of PO	Within 10 days after comments
5.	Field Quality Plan	PE-V0-427-507-E906A	Secondary	Within 2 weeks of PO	Within 10 days after comments
6.	Bill of material for fire stop system	PE-V0-427-507-E044A	Secondary	Within 2 weeks of PO	Within 10 days after comments

4.4 Drawings/ documents shall be submitted through Document Management System (DMS).



DOCUMENT TITLE

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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) ASTM D-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) hours

3.0 Type of application : Below panels

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) Fire stop system- Type A [Silicone Foam/
Equivalent Foam] (As per Sl. No. 2.2.1 (a) of Section-II)

9.0 Minimum shelf life : 12 months
of most perishable material

10.0 Life expectancy of material : Greater than 40 years

11.0 Packing suitable for : Storage on dry Surface



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DATASHEET-B/C

(Guaranteed technical Particulars to be submitted along with the bid)

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 ASTM D-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 system : 1) Fire stop system –Type A

3.2 Fire rating : 1) fire stop system

3.3 Pressure withstand capacity of Fire stop : kg/mm²

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

3.5 Shelf life of most perishable Material : years

3.6 Life of total assembly : Years

171695/2021/PS-PEM-EL



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TECHNICAL SPECIFICATION FOR FIRE SEALING SYSTEM SUPPLY & INSTALLATION

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4.0 TYPE TEST

Whether Type Tests are applicable : YES/ NO

- a) If Type tests are applicable, the same shall be conducted as per clause 3.0, 4.0 and 5.0 of Section-II of this specification and as per relevant standards.
- b) If Type tests are not applicable, Type test reports of all the type tests as listed at clause no. 5.0 of section -II and relevant standards for fire sealing system materials shall be submitted. Type Test certificates should not be older than 10 JUNE 2015.

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STANDARD TECHNICAL REQUIREMENTS

	<p>DOCUMENT TITLE</p> <p>STANDARD SPECIFICATION FOR FIRE SEALING SYSTEM SUPPLY & INSTALLATION</p>	SPECIFICATION NO. PE-TS-427-507-E016	
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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 **FIRE STOP SYSTEM**

- a) **Type-A:** Silicon foam based or equivalent foam system or using individual blocks for each cable along with suitable frame work rated for ONE hour. This is to be implemented at floor openings below C&I panels, control panels/ boards etc. in CER & UCR/main control room.
- 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 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 The system shall be mechanically secured to the masonry work/concrete work to resist dislocation.

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2.2.6 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%.

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

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


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

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

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

2.2.12 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.
- j) Should not produce suffocating/ corrosive gas.

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- 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.

2.2.13 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 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.
- a) 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.

2.4 SURFACE TREATMENT

2.4.1 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:

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- 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.

2.4.2 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/ 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.

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- 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
- 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.

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

4.2 Test details are listed under clause 5.0.

4.3 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 older than 10.06.05.
- 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.

4.4 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.

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

5 TEST DETAILS

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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. The temperature controlled furnace should have 7 air changes per hour appx.

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 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.

6.0 APPLICATION OF FIRE SEALING SYSTEM SHALL BE AS UNDER:

6.1. FIRE SEALING SYSTEM

- a) The various openings below Control Equipment room 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

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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 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 relay and control panels, Control desk, instrumentation panels and other miscellaneous panels, fire stops should be provided below base plate. The non-inflammable type sealing material shall be supplied by the contractor.

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 floor openings below panel.
- e) Consumables like enamels, cold zinc paint, electrodes for welding etc.
- f) Minor civil works like chipping/breaking of floors and masonry work for reducing/closing of openings on floor 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 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.

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- 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 vendor in the presence of Site 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, 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

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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 floors, fabrication etc. shall be done after taking prior approval of Engineer.
- After installation of fire stops through a structure, the vendor shall repair/ refabricate the affected portion of structure.
 - 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 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 and temperature during transit & storage. All packing shall be of durable quality and date of expiry & date of manufacture shall be printed on it. Space shall be provided by BHEL. Packing containers shall be suitable for storing on dry surface.

FORMAT FOR QUALITY PLAN

		MANUFACTURER/ BIDDER/ SUPPLIER NAME & ADDRESS		QUALITY PLAN				SPEC. NO. : PE-TS-427-507-E016			
CUSTOMER : NSPCL LTD.				QF NO.:		DATE:					
PROJECT:				PO NO.:							
ITEM: FIRE STOP MATERIAL				SYSTEM:		SECTION: II					
										SHEET OF	

Sl No.	Component & Operations	Characteristics	Class	Type of Check	Quantum Of check	Reference Document	Acceptance NORMS	FORMAT OF RECORD	AGENCY
1	2	3	4	5	6	7	8	9	**
					M C/N			D M C N	

ENGINEERING				BHEL		BIDDER/ SUPPLIER		FOR CUSTOMER REVIEW & APPROVAL			
Sign & Date		Name		Sign & Date		Sign & Date		Doc No:		Name Seal	
Prepared by:				Checked by:				Reviewed by:			
Reviewed by:				Reviewed by:				Approved by:			

ANNEXURE-1INSTRUCTIONS 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 :

- In absence of correlation with the test certificate(s) (e.g. material identification) samples shall be drawn bgy BHEL and all tests as per relevant specifications shall be carried out in their presence or in recognized Government Laboratory.
- 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.
- 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.
- 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.
- 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.
- Wherever inspection by BHELs Purchaser/Third Party/Statutory authorities are mandatory, this shall be compiled with.
- Inspection reports, log sheets, test reports/certificate. etc. shall be furnished to BHEL at the appropriate stages or at the time of final inspection, as required.
- This Quality Plan is also applicable to spares, if any, under scope of supply of Vendor.
- The quality plan shall be submitted in minimum 4 copies with a soft copy of the same or in line with contract requirements.

1X250MW ROURKELA TPP
BOQ CUM PRICE SCHEDULE FOR FIRE SEALING SYSTEM


BQ/ COM-PRICE SCHEDULE FOR FIRE SEALING SYSTEM								
S.NO	MAIN ITEM DESCRIPTION	UNIT	ORDERED QTY.	Unit Price (Rs.)	DESCRIPTION OF MATERIAL REQUIRED FOR COMPLETION OF MAIN ITEM	HSN/SAC Code	% Breakup of Unit price	QTY
I)	SUPPLY							
1	FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs	SQM	120.00	V (Rs/sqm)	Board		% of V (Refer Note 6)	1 LOT
					Slab		% of V (Refer Note 6)	1 LOT
					Silicone Foam		% of V (Refer Note 6)	1 LOT
					Anchor Bolts		% of V (Refer Note 6)	1 LOT
					Cavity Fill		% of V (Refer Note 6)	1 LOT
					Any other material,if required		-	-
					a)		% of V (Refer Note 6)	1 LOT
					b)		% of V (Refer Note 6)	1 LOT
subtotal					V (Rs/sqm)			

2	Tools & tackles	SET	1.00					
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II)	E & C	UNIT	ORDERED QTY.	HSN/SAC Code
1	FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs	SQM	120.00	

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. 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.
3. Total price quoted for items I & II above shall be used for price comparison purpose.
4. Unit prices for supply and installation shall be quoted in line with Sl. No. 3 of Section-I & Sl. No. 7.0 of section II of specification.
5. For Type Test requirements refer clause no. 3.0, 4.0 and 5.0 of Section-II of specification.
6. Materialwise breakup of unit price (in % of main item unit price) to be indicated by bidder against each of the materials required for completion of main items. Materialwise percentage break up indicated shall add to 100% of the unit price quoted for main item. If any of the material mentioned above is not applicable for the system offered by bidder, NIL may be indicated against the same.

	PRE-QUALIFICATION REQUIREMENTS FOR FIRE SEALING SYSTEM	PE-PQ-999-507-E006
		REVISION NO. 03 DATE 29/04/2016
		SHEET NO. 1 OF 1

ITEMS : Fire sealing system, fire retardant cable coating

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

Type 1 : RTV Silicone Foam

Type 2 : Panel based

Type 3 : Mortar/ Powder based

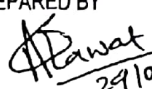
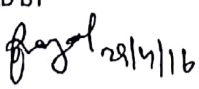
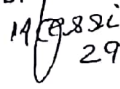
Type 4 : Individual blocks for each cable

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, the offer / application for registration shall be evaluated as per point no. 1 of "general points of PQR" available at http://bhelpem.com/vensection/PMD/PMD.aspx
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 5 years provided the gap between award of two POs is minimum 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.
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 application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

NOTE:

Supplier to comply to "general points of PQR" available at <http://bhelpem.com/vensection/PMD/PMD.aspx>
In case supplier is not OEM, the offer shall be evaluated as per point no 1 of "general points of PQR".

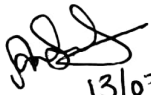
PREPARED BY  NAME: A.K. RAWAT DESIGNATION: SR. MGR	REVIEWED BY  NAME: RAJNISH GOYAL DESIGNATION: AGM	APPROVED BY  NAME: MEENA KESRI DESIGNATION: AGM L DH(E)
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ANNEXURE-I
PROJECT SPECIFIC REQUIREMENT


PROJECT: - 1 X 250MW ROURKELA TPS


Bidder to note the following points: -

- (a) The type of 'Fire Sealing System' applicable for this project shall be 'RTV Silicone Foam'
- (b) Fire retardant cable coating shall not be applicable for this project and bidder need not to furnish the documents for the same.


13/07/18
ANKUR ARORA
(DY. MGR.)


ABHISHEK
(MGR.)


13/07/18
SANDEEP LODH
(DGM)


13/07/18
RAJNISH GOYAL
(GM-ELECTRICAL)

General Points of PQR

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 subsidiaries 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 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. Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

These Conditions shall be read and construed along with General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract shall prevail over the general condition of the contract.

Sl. No.	Title	Description
1	Project Name	1 X 250 MW ROURKELA PP-II EXPANSION
2	Nature of Project	Domestic
3	Customer	NTPC-SAIL POWER COMPANY PRIVATE LTD (NSPCL)
4	Consultant	MECON LIMITED
5	Consignee Address	BHARAT HEAVY ELECTRICALS LTD (BHEL), 1 X 250 MW ROURKELA PP-II EXPANSION- EPC PACKAGE, NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DISTT. SUNDARGARH, ODISHA-769011 (LR SHOULD BE IN THE NAME OF BHEL)
6	BHEL Site Office Address	CONSTRUCTION MANAGER BHEL SITE OFFICE – 1 X 250 MW ROURKELA PP-II EXPANSION- EPC PACKAGE, NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DISTT. SUNDARGARH, ODISHA-769011
7	Mode of Dispatch	Road
8	BHEL clearance for road transport required	For all Transport By Road
9	BHEL Clearance for Despatch	Yes, MDCC shall be issued by BHEL-PEM/Customer
10	Road Permit Required	Online road permit is applicable for this project. Prescribed format (to be provided at execution stage) duly filled up by the vendor to be submitted to BHEL-PEM for arranging road permit from customer
11	Freight	PREPAID BASIS (shall be considered for evaluation)
12	BHEL CST Details	CST : ND - 5341151 w.e.f. 01/07/2006 UP TT : ND – 0345307 w.e.f. 01/07/2006 UP TIN : 09765702874
13	Customer CST Details	Details for Rourkela :- a) TIN : 21762000157 b) CST : 21762000157 c) Service Tax Reg No : AABCN5467AST005 NSPCL Head office TIN : 07796936233

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SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

14	Dispatch Markings	<p>Supplies under each of following headings shall be packed in separate boxes:-</p> <p>Main Supply along with Commissioning spares OR Mandatory Spares</p> <p>Each box shall be marked on all sides with Capital letters in "RED" indicating the "PEM SUPPLY (Main Supply along with Commissioning spares or Mandatory Spares)" for 1 X 250 MW ROURKELA PP-II EXPANSION.</p> <p>Each package delivered under the Contract shall be marked by vendor as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for the purpose of identification. Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> 1) Name and address of consignee, 2) Project Name 3) Package Name & Vendor Name 4) BHEL-PEM PO No and Date, 5) Gross weight and Net weight of the package, 6) Packing No: (e.g. 1/10, 2/10, 3/10.....when there are 10 packages for one consignment. 7) Packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', 'KEEP DRY', 'HANDLE WITH CARE', etc <p>IMPORTANT:- Following documents shall be put inside each box:-</p> <ul style="list-style-type: none"> • One copy of respective standard manufacturer's erection instruction / O&M manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also • One copy of the Packing list indicating the item dispatched (with their weights). <p>Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines (wherever applicable) shall be enclosed in the packing box and the same shall also be reflected in packing slip.</p> <p>Each mandatory spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Numbers per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer NSPCL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, catalogue reference.</p>
15	Prior Dispatch Intimation	<p>One set consisting of dispatch document (Vendor's invoice, LR copy, packing list/challan indicating the items dispatched with their weights, Insurance intimation letter and photographs of packing/boxes showing dispatch markings as per SI No 14) shall be sent to following:-</p> <ol style="list-style-type: none"> a) BHEL-PEM (PG I-2) – Both in soft as well as hard copy b) BHEL Site Office c) Underwriters (Insurance Company) <p>It is Vendor's responsibility to ensure availability of trucks well in advance where</p>

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		consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible
16	Transit Insurance	By BHEL. Vendor to intimate the underwriters quoting the insurance policy no as per SI No 17
17	Details of Policy No & Underwriters	To be informed Later
18	Unloading at site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection& Commissioning packages</p> <p>NOTE: - Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in S. No. 15 above is solicited.</p>
19	Storage and Movement of material within site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection& Commissioning packages</p> <p>No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.</p>
20	Documents Required (For Supply payment) DIRECT PAYMENT (Original + 4 copies)	<p>For payment, the supplier/vendor shall provide following documents to BHEL/PEM – Project Group</p> <p>a) Original Invoice along with copy of Excise Invoice b) LR/GR/RR (Consignee copy) c) Packing List indicating quantity & Gross weight/ Net weight and ref. of LR d) Vendor COC/ Customer Cleared CHP (if applicable) e) BHEL & Customer MDCC (if applicable) f) Guarantee Certificates g) Copy of letter addressed to Insurance Co.</p> <p>Note: i). Four (4) sets of above documents are required for vendor payment in addition to documents required as per GCC of N.I.T</p>
21	Concessional Custom Duty against Essentiality Certificate (EC)	<p>Essentiality Certificate, issued by NSPCL, shall be passed on to vendors through BHEL for the items Identified by BHEL during enquiry / NIT stage (Limited to the CIF content indicated in PO) for availing Concessional custom duty as applicable for imported contents under project import route.</p> <p>Vendor shall indicate the list of imported items, quantity, CIF value in Indian Rupee and Foreign currency, Amount of CD, rate of CD along with the country of import in their bid. Request for additional CIF other than the original bid submitted with enquiry/NIT shall not be entertained by BHEL during contract execution stage.</p> <p>If CIF is available for a specific package then, the same shall be mentioned in the NIT of that package.</p>

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SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 250 MW ROURKELA PP-II EXPANSION**

Vendor shall quote ED separately in the price bid at applicable rate and ED will be reimbursed to vendor by BHEL. For both **Main Supply** and **Mandatory Spares**, consideration of quoted ED in evaluation shall be intimated during techno-commercial evaluation of the bid.



Vendor shall quote CST/ VAT (whichever applicable) separately in the price bid and CST/VAT shall be reimbursed to vendor by BHEL. For both **Main Supply** and **Mandatory Spares**, consideration of quoted CST/ VAT in evaluation shall be intimated during techno-commercial evaluation of the bid.



Form-C for claiming concessional sales tax (CST) shall be provided by BHEL against E I / E II Forms, which shall be submitted by Vendor. VAT on intra -state dispatches shall be paid subject to conditions specified in Annexure – I.

Vendor to quote Service Tax at applicable rate & amount and the evaluation criteria for the same shall be as follows:

- For Turnkey Package (E&C in vendor's scope): Service Tax on E&C shall not be considered for evaluation but Swachh Bharat Cess will be considered for evaluation.
- For Supply (in PEM scope) packages: Service Tax on all jobs shall be considered for evaluation.

Following information shall be provided by vendor in the Service Tax Invoice:-

- a) Vendor Service Tax Registration No. (15 digits)
- b) Nature of Service and its code
- c) Name and address of Service provider (Vendor)
- d) Name and address of Service receiver (BHEL)

Entry tax is not to be quoted by the vendor as the same shall be paid directly by NSPCL (end customer) to the concerned sales tax authority.

In case of Order on foreign supplier, the Taxes Duties in the country of dispatch shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.

The taxes duties applicable in India shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.

Taxes & Duties

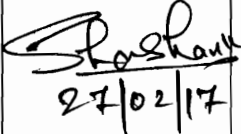
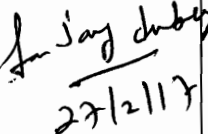
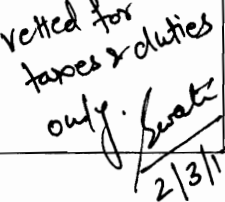
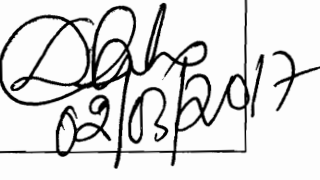
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BHEL / PEM / PG-I-2**SPECIAL CONDITIONS OF CONTRACT (REV -01)****1 X 250 MW ROURKELA PP-II EXPANSION**

23	Inspection Agency (For Domestic Supplies)	Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM (PG-I-2) 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.
24	Inspection Agency (For International Supplies)	<p>In case of Imported Supplies, advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP/ Customer Hold Points) shall be given by vendor. Third party inspection agency shall be informed to vendor by BHEL-PEM.</p> <p>Test Certificates / Inspection reports (as applicable) duly accepted by the Inspection agency in line with approved QAP/ Customer Hold Points shall be submitted to BHEL/PEM, NOIDA. The above Inspection reports / Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to M/s NSPCL for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier (or their representative in India) through BHEL/PEM after acceptance of above test certificates by Customer.</p> <p>Inspection charges shall be borne by the vendor and the same shall be included in his offer to BHEL-PEM.</p>
25	Submission of Final Drawings/ Documents along with O & M Manual, Type test certificates (if any)	As per GCC / Technical Specification / Kick off meeting
36	Delivery Order document submission	To effect sale in transit, bidder shall have to obtain format of Delivery Order document (attached with SCC) duly filled in by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of LR issued and shall be carried by the transporter to the destination along with consignment.

	PREPARED BY	CHECKED & REVIEWED BY	VETTED BY	APPROVED BY
NAME	SHASHANK MISHRA	SANJAY KUMAR DUBEY	SWATI NAIR	D SAHA
DESIGNATION	SR ENGR / PG-I-2	SR MGR / PG-I-2	SR A.O./FINANCE	AGM & DH / PG-I-2
SIGNATURE & DATE	 27/02/17	 27/2/17	 Vetted for taxes & duties only. Swati 2/3/17	 02/03/2017



ANNEXURE - I

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be :

Name of BHEL Unit :- BHEL SITE OFFICE, NALCO CPP

Address:- BANARAL P.O. 1, ANGUL DT, ODISHA- 759128

TIN No. :- 21031301916

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN No.** (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above.** In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL PEM as paying authority.
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of VAT compliant tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show VAT rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish VAT compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.
- Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT Tax Invoice for such supplies even if the price quoted is all inclusive.

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BHEL / PEM / PG-I-2

SPECIAL CONDITIONS OF CONTRACT (REV -01)

1 X 250 MW ROURKELA PP-II EXPANSION

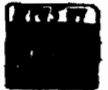


Project Engineering
Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 28, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



No.: Our Po ref no.
Date: (To be filled by
Vendor/supplier)

To,

The _____ (Transporter)

M/s _____ (supplier), has despatched goods through you covered by RR/LR
No. _____ dated _____.


Under contract goods are to be delivered to M/s _____ (customer)
since the same has been sold by us to them as subsequent sale.

We authorise you to deliver the said goods to M/s _____
_____ (customer) or to his order.


We indemnify you against any loss, claim or whatsoever that may accrue to you in delivering the
aforesaid goods to M/s _____ (customer)

—(Sign & stamp)_____ BHEL

Date —(To be mention by vendor)— Time _____


	CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट	

Ref No:				Date:			
संदर्भ सं.:				तिथि:			
i.	Main Contractor मुख्य संविदाकार						
ii.	Project परियोजना						
iii.	Package Name पैकेज का नाम			Package No पैकेज सं.			
iv.	Proposed Item/Scope of Sub-contracting उप- संविदा(अनुबंध) का प्रस्तावित मद/ दायरा						
v.	Item covered under निम्नलिखित के अंतर्गत शामिल मद	Schedule-1 /अनुसूची- 1		<input type="checkbox"/>		As per contract clause No- अनुबंध के अनुसार खंड सं.- -	
		Schedule-2 अनुसूची- -2		<input type="checkbox"/>			
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे						
vii.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता						
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत						
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा	Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है			
x.	Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here) पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो						


	CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट	

	Project/Package परियोजना/पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद्द (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)	PO ref no/date पीओ संदर्भ सं. /तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तिथि			
<i>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद्द की आपूर्ति के लिए उपयुक्त है।</i>									
Name:		Desig:		Contact No:		Sign:		Date:	
नाम:		पद:		दूरभाष सं.:		हस्ताक्षर:		तिथि:	


Company's Seal/Stamp:- कंपनी का मुहर:-

	CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा			
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है 	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण			
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष			
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
4.	Total Area कुल क्षेत्र Covered Area शामिल क्षेत्र			
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक-एफ 2.1 पर संलग्न है		
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है।		

	CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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8.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक -2.4 पर संलग्न है।			
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	Details attached at Annexure – F2.5 विवरण अनुलग्नक - F2.5में संलग्न है।			
10.	Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	Details attached at Annexure – F2.6 विवरण अनुलग्नक - F2.6में संलग्न है।			
11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	Details attached at Annexure – F2.7 विवरण अनुलग्नक - F2.7 पर संलग्न है			
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है।			
13.	Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है।			
14.	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची List of qualified NDT personnel with area of specialization विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) लागू / लागू नहीं			
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure. –F2.11 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) (यदि लागू हो)			
16.	Supply reference list including recent supplies नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	Details attached at Annexure – F2.12 विवरण अनुलग्नक - F2.12 में संलग्न है। (as per format given below) (नीचे दिए गए प्रारूप के अनुसार)			
Project/ package परियोजना /पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	PO ref no/date पीओ संदर्भ सं. / तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तारीख
17.	Product satisfactory performance feedback letter/certificates/End User Feedback उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक			Attached at annexure - F2.13 अनुलग्नक F2. 3पर संलग्न है	

	CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है Note:- Reports need not to be submitted	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.14 विवरण अनुलग्नक - F2.1 4 में संलग्न है (if applicable) (यदि लागू हो)
19.	Statutory / mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.15 (if applicable) (यदि लागू हो)
20.	Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.1 6 है
21.	Product technical catalogues for proposed item (if available) प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.1 7 में संलग्न है

Name:	Desig:	Sign:	Date:
नाम:	पद:	हस्ताक्षर:	तिथि:

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

No.25-11/6/2018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our **national defence, vital emergency services** including health, disaster response, **critical national infrastructure** including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the **entire economy** and the **day-to-day life** of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a **strategic and critical sector**.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, **to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network** in the country, the following directions are hereby issued :-

(1) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

(3) Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India

(4) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director

Tel: 011-23716674

To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 23rd July, 2020.**

ORDER

Sub: Measures for contributing towards 'Atmanirbhar Bharat' and 'Make in India' through phased indigenisation in Power Sector.

Whereas Ministry of Power after analysis of data relating to import of the equipment in power sector and consultations with the stakeholders engaged in manufacturing of the equipment as well as developers of power projects in generation, transmission, and distribution, has taken note of the fact that despite Government of India policy of 'Make in India', many equipment in this sector are being imported even though sufficient domestic manufacturing capacity and competition exists.

Whereas DPIIT from time to time since 2017 has issued orders with the latest version issued vide No.P-45021/2/2017-PP (BE-II) on 04.06.2020 to promote Make in India and domestic manufacturing of goods and services in India with a view to enhancing income and employment and the said order needs to be fully implemented in power sector.

Whereas, for power sector to become an integral part of national campaign of 'Atmanirbhar Bharat' and to contribute to 'Make in India' policy of Government of India, it is essential that developers in the generation, transmission, and distribution of power, are also encouraged to effectively and wholeheartedly contribute in this endeavor.

Whereas Power is a sensitive and strategically important sector and is a critical infrastructure for development of our country, as our national defense, vital emergency services, critical national infrastructure, communication, data services, health services, logistics, manufacturing etc. all depends on reliable power supply and any possibility of malware/cyber threat in the power systems leads to vulnerability with the potential of bringing down the whole system with consequential impact on all other sectors of our country. Therefore, 'Atmanirbhar Bharat' has a much higher level of significance for this sector. Therefore, there is a need to encourage, adopt and use only 'Make in India' equipment/materials/parts/items in the power sector in order to protect the safety and security of our country.

Now therefore the following order is issued:

1. This order is issued in consonance with the order of the DPIIT referred above.
2. All equipment/materials/parts/items required in the power sector which are domestically manufactured with sufficient domestic capacity shall necessarily be used from the domestic manufacturers only as per the extant provisions of the Public Procurement (Preference to Make in India) Orders issued by DPIIT and MoP.

Contd.....2/-

3. In respect of equipment/materials/parts/items wherein domestic capacity is not available and imports are inevitable, the MoP shall list out all these equipment and prepare an Action Plan for their indigenisation over a specified time frame of 2-3 years. For this an enabling policy framework through support to Start-ups, phased manufacturing programme, vendor development, Research & Development, tax & other incentives needs to be developed.
4. Till such time indigenous manufacturing capacity for all equipment/materials/parts/items required in the power sector are developed, the goods so imported shall be tested in certified laboratories designated by MoP to check the presence of any embedded malware/trojans or other cyber threats and also to check adherence to Indian Standards. For testing of goods from prior reference countries, the testing protocol shall be approved by Ministry of Power (MoP).
5. Ministry of Power shall prepare an 'Approved list of Models and Manufacturers' (ALMM) in power sector. All Power Projects which are bid out as per the standard bidding guidelines will be required to procure equipment from manufacturers figuring in the approved list.
6. Financing from REC and PFC will be structured in such a manner that lower rates of interest will be charged on the developers who will use domestically manufactured equipment.

This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to Hon'ble PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Chairperson, CEA
9. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL/ DG(NPTI)/ DG(CPRI)/ DG(BEE)
10. All JSs/ EA, MoP

Copy to:

1. PS to MoS (IC) for Power and NRE
2. Sr. PPS to Secretary (Power)
3. Sr. PPS to Additional Secretaries in MoP

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

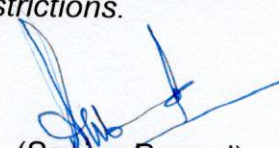
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

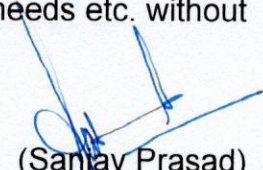
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"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 this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"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 bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

Letter head of Company

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: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us of(package name).....(Project Name/Rate contract) meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated- 15.06.2017, 28.05.2018 & 29.05.2019.

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT :

1 X 250 MW NSPCL ROURKELA PP II EXP

PACKAGE:

FIRE SEALING SYSTEM

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than Rupees Fifteen Lakh(s) Only	Rs.15,00,000.00

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 last three 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.

Help

Contract No: PE/PG/NSP/E-6603/2020, Dated 12.02.2021.

Name of the Bidder/ Bidding Firm / Company :	
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(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

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, 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. 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.

3. Total price quoted for items 1 & 2 shall be used for price comparison purpose.

4. Unit prices for supply and installation shall be quoted in line with SI. No. 2 of Section-I & SI. No. 7.0 of section II of specification.

5. For Type Test requirements refer specification.

6. Material wise breakup of unit price (in % of main item unit price) to be indicated by bidder in unpriced bid (BoQ2) against each of the materials required for completion of main items. Materialwise percentage break up indicated shall add to 100% of the unit price quoted for main item. If any of the material mentioned above is not applicable for the system offered by bidder, NIL may be indicated against the same in unpriced bid.

[illegible]

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work: Fire Sealing System for 1 X 250 MW NSPCL ROURKELA PP-II Exp

Contract No: PE/PG/NSP/E-6603/2020, Dated 12.02.2021

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

A. 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, 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. 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.
3.Total price quoted for items I & 2 shall be used for price comparison purpose.
4.Unit prices for supply and installation shall be quoted in line with Sl. No. 2 of Section-I & Sl. No. 7.0 of section II of specification.
5. For Type Test requirements refer specification.
6- Material wise breakup of unit price (in % of main item unit price) to be indicated by bidder in unpriced bid (BoQ2) against each of the materials required for completion of main items. Materialwise percentage break up indicated shall add to 100% of the unit price quoted for main item. If any of the material mentioned above is not applicable for the system offered by bidder, NIL may be indicated against the same in unpriced bid.

NUMBER # Sl. No.	TEXT # Item Description	NUMBER # HSN CODE	NUMBER Quantity	NUMBER # % Breakup of Unit price of Sl. No.1 (Refer Note 6)
1	2	4	7	13
1	BREAK Up OF MAIN SUPPLY-FSS-TYPE A FLOOR OPENINGS BELOW PANELS-1hrs			
1.1	Board		1LOT	
1.2	Slab		1LOT	
1.3	Silicon Foam		1LOT	
1.4	Anchor Bolts		1LOT	
1.5	Cavity Fill		1LOT	
1.6	Any other material,if required		1LOT	
1.7	a)		1LOT	
1.8	b)		1LOT	

Total in Figures

Quoted Rate in Words

INR Zero Only

Validate Print Help		Item Rate BoQ					
Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida							
Name of Work: Fire Sealing System for 1 X 250 MW NSPCL ROURKELA PP-II Exp							
Contract No: PE/PG/NSP/E-6603/2020, Dated 12.02.2021							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
A. 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, 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. 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. 3.Total price quoted for items 1 & 2 shall be used for price comparison purpose. 4.Unit prices for supply and installation shall be quoted in line with SI. No. 2 of Section-I & SI. No. 7.0 of section II of specification. 5. For Type Test requirements refer specification. 6- Material wise breakup of unit price (in % of main item unit price) to be indicated by bidder in unpriced bid (BoQ2) against each of the materials required for completion of main items. Materialwise percentage break up indicated shall add to 100% of the unit price quoted for main item. If any of the material mentioned above is not applicable for the system offered by bidder, NIL may be indicated against the same in unpriced bid.							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	TEXT #
SI. No.	Item Description	Order Quantity	Currency of Import	COUNTRY OF IMPORT	BASIC RATE In Figures To be entered by the Bidder	TOTAL CIF VALUE	TOTAL AMOUNT In Words
1	2	4	5	8	13	14	55
1	(A) MAIN SUPPLY-						
1.01	Bidder to mentioend the imported item description	0.00	Bidder to mention	Bidder to mention		0.00	INR Zero Only
1.02	Bidder to mentioend the imported item description	0.00	Bidder to mention	Bidder to mention		0.00	INR Zero Only
1.03	Bidder to mentioend the imported item description	0.00	Bidder to mention	Bidder to mention		0.00	INR Zero Only
1.04	Bidder to mentioend the imported item description	0.00	Bidder to mention	Bidder to mention		0.00	INR Zero Only
Total in Figures							INR Zero Only
Quoted Rate in Words		INR Zero Only					

Help

Item Wise BoQ

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work: Fire Sealing System for 1 X 250 MW NSPCL ROURKELA PP-II Exp

Contract No: PE/PG/NSP/E-6603/2020, Dated 12.02.2021

**Name of the Bidder/
Bidding Firm /
Company :**

ANNEXURE-II (COST OF WITHDRAWAL)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) **NOTES:**

1. Cost of Withdrawal 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 details 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 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.
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 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.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
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 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.
12. In case nature of cost of withdrawal (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.

[illegible]