

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**  
**PHONE NO: 0091 1334 284144**

**Sub: Requirement of Stainless-Steel Plates**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam turbines, turbo generators and so on.

Bids are invited for following items through GeM Portal- <https://gem.gov.in>

Item Description	Mat. Code	Size (mm)	Qty. (Kg)	Delivery
Stainless Steel Plates <b>Specification-</b> AA10740 Rev 09 <b>Grade:</b> IS 6911, X04Cr18Ni10Ti/ ASTM A240M, Type-321 / EN10088-2, X6CrNiTi18-10	AA1071840053	8 x 1250 x 4000	3520	30/04/2023
	AA1071840150	25 x 1250 x 4000	6000	30/04/2023
	HW1071840959	80 x 1250 x 4000	3200	30/04/2023
	HW1071840967	40 x 1150 x 4500	9940	30/04/2023
	HW1071840983	50 x 1250 x 4000	2000	30/04/2023
	HW1071840938	3 x 1500 x 3000	5850	30/04/2023
	AA1071840118	16 x 1250 x 4000	640	30/04/2023
	AA1071840134	20 x 1250 x 4000	5600	30/04/2023
	AA1071840169	28 x 1250 x 4000	2240	30/04/2023
	AA1071840177	32 x 1250 x 4000	1280	30/04/2023
	AA1071840185	36 x 1250 x 4000	2880	30/04/2023
	AA1071840207	45 x 1300 x 4000	1900	30/04/2023
	HW1071840975	60 x 1250 x 4000	2400	30/04/2023
	HW1071840940	70 x 1250 x 4000	2800	30/04/2023
	HW1071840754	100 x 1250 x 4000	4000	30/04/2023

**Remarks-**

1. Delivery period mentioned in enquiry is indicative, bidders to quote their best possible delivery.
2. Plate width and thickness shall be as per our tender only.
3. Vender can offer higher length size plates however acceptance of same shall be in BHEL discretion.
4. Quantity tolerance  $\pm 10\%$  is acceptable in view of dimensional tolerances.
5. **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer.

In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as

per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

**Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>”

**6. Payment terms shall be as follows:**

<b>Type of Bidder</b>	<b>Payment Terms (Number of days)</b>
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

**7. EMD will be applicable (Amount as mentioned in bid document), however EMD is waived in following cases-**

- a. Central/ State – PSUs
- b. As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- c. The vendors registered with BHEL (HEEP), Haridwar are also exempted from EMD.
- d. Other exemptions on EMD will be as per GeM Terms and conditions.

### **Pre- Qualification Requirements**

<b>PQR Point</b>	<b>Requirements</b>	<b>Vendor to submit / confirm</b>	<b>Vendor's reply</b>
<b>1</b>	<b><u>For Plate manufacturer:</u></b>		
	a Vendor must be having Bureau of Indian Standard (BIS) approval for manufacturing of stainless-steel plates of IS 6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10.	Vendor to submit copy of valid BIS Certificate / BIS Certification number.	
	b Enquiry plate will be supplied as per BHEL enquiry specification and dimension.	Vendor to confirm.	
<b>2</b>	<b><u>For trader / stockist / reseller:</u></b>		
	a Vendor to submit their past experience for supply of stainless-steel plates / sheets against at least one purchase order in last seven years.	At least one purchase order and its correlated test certificates/dispatch note for stainless steel plate / sheet.	
	b Enquiry Plates shall be supplied from BIS approved manufacturer for IS 6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 and dimension only.	Vendor to confirm.	
	c Enquiry plate will be supplied as per BHEL enquiry specification and dimension.	Vendor to confirm.	

<b>Sl. No.</b>	<b>Quality Requirement</b>	<b>Vendor's confirmation (Y/N)</b>
<b>1</b>	Testing and certification as per ordering specifications and documents.	
<b>2</b>	Co-related material test certificate (MTC) from NPCIL/BHEL approved material manufacturer to be submitted. (Manufacturers who are qualified / acceptable by BHEL will be considered as BHEL approved manufacturer. In case of trader, they have to inform their principal manufacturer and they can source material from these manufacturers if qualified / acceptable by BHEL).	

**Signature with stamp**

**Name:**

**Name of Firm:**

**Designation:**

**Date:**

**(Self-Certification for local content)**

In line with Government Public Procurement Order 2017 dated 16.09.2020, we hereby certify that we

.....  
(supplier name) inform that local content is .....% (indicate percentage of local content) and are

**Class- I local supplier** (meeting requirement of)-

**Minimum Local content 50%**

or

**Class- II local supplier** (meeting requirement of)-

**Minimum Local content 20%**

(mark wherever applicable)

defined by Nodal Ministries/ Departments as per above order for the material against Enquiry No.

.....  
Details of location at which local value addition will be made is as follows:

.....  
.....  
.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

**(Specification)**

**AA10740 Rev:09**



## CORPORATE PURCHASING SPECIFICATION

AA10740

Rev No. 09

PAGE 1 of 2

# AUSTENITIC STAINLESS STEEL SHEETS, PLATES AND STRIPS - SOLUTION ANNEALED (IS:6911, X04Cr18Ni10Ti, / ASTM A240M, TYPE 321 / EN10088-2, X6CrNiTi18-10)

(ORDERING DESCRIPTION)

**1 GENERAL**

The sheets, plates and strips shall conform to the latest version of IS:6911, X04Cr18Ni10Ti, / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 and comply with the following additional requirements.

**2 APPLICATION**

For general engineering purposes, where corrosion resistance is essential.

**3 CONDITION OF DELIVERY**

For Hot Rolled- Solution annealed and descaled

Cold Rolled – Solution annealed and dull/bright finish

**4 DIMENSIONS AND TOLERANCES**

Material shall be supplied to the dimensions specified in BHEL order.

**5 CHEMICAL COMPOSITION, MECHANICAL PROPERTIES AND OTHER REQUIREMENTS:**

As per IS:6911, X04Cr18Ni10Ti / ASTM A240M, Type 321 / EN10088-2, X6CrNiTi18-10 as applicable.

**6 TEST CERTIFICATES:**

Three copies of test certificates shall be supplied along with the following information:

- **BHEL References:**
  - AA10740 -Rev. No.09 / Material Grade as applicable
  - BHEL order No
- **Supplier's References:**
  - Name
  - Identification No.
  - Melt No.
  - Process of manufacture
  - Details of heat treatment.
- **Result of Tests:**
  - Dimensional inspection.
  - Results of chemical analysis, mechanical tests

**Revisions:**

Cl. 42.5 of MOM of MRC-S&amp;GPS

**APPROVED:**INTERPLANT MATERIAL RATIONALISATION  
COMMITTEE – MRC(S&GPS)

Rev No.09

Amd No.

Reaffirmed

Prepared  
HEEP, HaridwarIssued  
Corp.R&DDt. of 1<sup>st</sup> Issue  
April 1979

Dt:30-09-2020

Dt:

Year:

13/11/20

cs-936



AA10740

Rev No. 09

PAGE 2 of 2

**CORPORATE PURCHASING SPECIFICATION****7 PACKING AND MARKING:**

Sheets shall be supplied in bundles or in packages each weighing up to a maximum of 3000kg. Plates shall be suitably packed to prevent damage during transit.

For plates below 25mm thick, each pile (preferably of 16 plates) shall be marked with suppliers identification mark, 'AA10740 / Material, melt No., BHEL order No., on the top plate.

Each plate of 25mm thickness and above shall be stamped/painted with the suppliers identification mark, 'AA10740 / Material Grad, melt No., BHEL order No., on the top plate.

**FOR INFORMATION ONLY**

(ACTUAL VALUE TO BE TAKEN FOR IS/ASTM/EN AS APPLICABLE)

**CHEMICAL COMPOSITION**

C	Si	Mn	Ni	Cr	S	P	Ti	N
≤ 0.08	≤ 0.75	≤ 2.0	9.0-12.0	17.0-19.0	≤ 0.030	≤ 0.045	5(C+N)-0.70,max	0.10

**MECHANICAL PROPERTIES**

Hardness Max		0.2% PS min N/mm <sup>2</sup>	UTS min N/mm <sup>2</sup>	% El min
BHN	HRB			
217	95	205	515	40

CS-938-13/11/20

**Integrity Pact**

**(Duly filled & signed copy to be submitted with offer)**



## Annexure-1

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

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

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

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



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

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

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

### **Section 4 - Compensation for Damages**

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



**Section 5 - Previous Transgression**

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

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

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

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

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

**Section 8 -Independent External Monitor(s)**

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



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

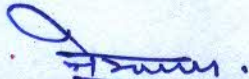
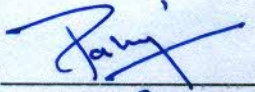
#### Section 9 - Pact Duration

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



**Section 10 - Other Provisions**

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

  
(NETRA PAL SINGH)  
For & On behalf of the Principal  
(Office Seal)  
SR. MANAGER (PPX&AIX-F)  
Place BHEL HARIDWAR  
Date 22/10/2022  
Witness:   
(Name & Address) PANKAJ YADAV  
BHEL HEER HARIDWAR

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

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