


LARA SUPER THERMAL POWER PROJECT

STAGE-II (2 X 800 MW)

BOQ CUM PRICE SCHEDULE MS ROD FOR BELOW GROUND EARTHING

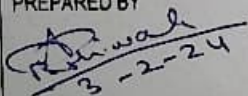
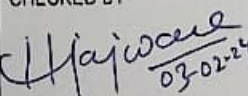
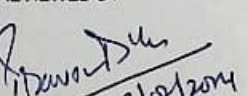

S.no	Description	Quantity (MT)	Unit Price (Rs.,/MT)	Total Price (Rs./MT)	Remarks
1	MS ROD 40MM Dia	565			

	<b>LARA SUPER THERMAL POWER PROJECT STAGE-II (2X800 MW) EPC PACKAGE PRE-QUALIFICATION REQUIREMENTS FOR MS ROD</b>	<b>PQR NO. PE-PQ-508-509-E001</b>
		REVISION NO.00 DATE 03.02.2024
		SHEET NO. 1 OF 1

SCOPE: Supply : YES; Erection & Commissioning : NO;	
1	Vendor should have in-house manufacturing facility of MS rod / bar greater than 30mm dia (as per IS: 2062 Grade designation E250 quality A or as per ASTM A 510M Grade No. 1010 (SAE No.1010)/1018 (SAE No.1018)/1020 (SAE No.1020) or as per IS 1875 designation 15CB class 1A.
2	Vendor should be a manufacturer of MS Rod / Bar. In case bidder is not the manufacturer, their offer shall be evaluated as per Note no. 1 of PQR.
3	Vendor should have capability of manufacturing MS Rod /Bar of about 500 MT per month.
4	Vendor should have in-house capability to carry out all applicable tests as per relevant standards.
5	Manufactured & supplied at least 400 MT of MS rod in one or more orders and at least 100 MT in a single order.
6	Minimum two (2) nos. purchase orders for MS rod be submitted which should not be more than five (5) years old from date of techno-commercial bid opening for establishing continuity in business.

## NOTES-

- In case Bidder is authorised dealers/ authorised Stockist, then credentials of MS Rod / bar manufacturer (OEM) can also be considered for meeting PQR points 1 to 5 except for PQR criteria at Sl. No.6 for which bidder's credentials shall be evaluated. Bidder to furnish the authorisation letter from the OEM along with the scope matrix (supply, logistics, testing, inspection, etc) along with the offer. For scope matrix technical specification shall be referred to. Bidder to note arrangement of the bidding w.r.t OEM, once offered to BHEL as part of bidding documents cannot be changed till the completion of execution of the project.
- SAIL/RINL need not furnish documents in support of above PQR criteria.
- Consideration of offer shall be subject to customer's approval of bidders, if applicable.
- 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.
- Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
- After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY  3-2-24 NAME: ABHINAV BANSHIWALA DESIGNATION: MGR	CHECKED BY  03-02-24 NAME: N.N. JAJWARA DESIGNATION: SR. MGR	REVIEWED BY  03/02/2024 NAME: PRAVEEN DUTTA DESIGNATION: AGM	APPROVED BY  03/02/2024 NAME: DEBASISA RATH DESIGNATION: GM (DH- ELECTRICAL)
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**2 X 800 MW NTPC LARA STAGE-II STPP****VOLUME – II****TECHNICAL SPECIFICATION  
FOR  
MS ROD FOR BELOW GROUND EARTHING****SPECIFICATION NO. : PE-TS-508-509-E002 REV. 0****BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR  
PROJECT ENGINEERING MANAGEMENT  
NOIDA – 201301**

60906/2024/PS-PEM-EL



TECHNICAL SPECIFICATION FOR  
MS ROD FOR BELOW GROUND EARTHING

2 X 800 MW NTPC LARA STAGE-II STPP

SPECIFICATION NO.

PE-TS-508-509-E001

REV NO. : 0 DATE : 05.02.2024

SHEET : 2 OF 4

**STANDARD TECHNICAL REQUIREMENTS**

	<p align="center"><b>TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING</b></p> <p align="center"><b>2 X 800 MW NTPC LARA STAGE-II STPP</b></p>	SPECIFICATION NO. <b>PE-TS-508-509-E001</b>
		REV NO. : <b>0</b> DATE : <b>05.02.2024</b>
		SHEET : <b>3</b> OF <b>4</b>

## 1.0 INTENT OF THE SPECIFICATION

1.1 This specification covers the design, manufacture, inspection & testing, packing at manufacturer's works and delivery to site of **MS ROD FOR BELOW GROUND EARTHING**.

1.2 The intent of specification is not to specify all details of design & construction of material. The material shall, however, conform in all aspects to high standard of design, engineering and workmanship and be capable of performing in continuous operation upto & after bidder's guarantee period in manner acceptable to purchaser who will interpret the drawings & specification and shall have power to reject any work or material which in his judgement is not in full accordance with this specification.

## 2.0 CODES & STANDARDS

2.1 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.

2.2 Applicable Standards (Latest amendment to be referred: -

- a) **IS 2062, Grade E250 Sub-quality A:** Hot Rolled Low, Medium and High Tensile Structural Steel.
- b) **ASTM A 510M Grade SAE 1010/1018/1020:** Standard Specification for general requirements of wire rods and coarse round wire, carbon steel.
- c) **IS 1875, Designation 15C8:** Carbon Steel Billets, Blooms, Slabs and bars for forging – Specification.

## 3.0 TECHNICAL REQUIREMENTS

3.1 Straight lengths of MS rods of standard diameter of **40 mm in minimum length of 9 m** shall be supplied.

3.2 All finished MS rods for Below Ground Earthing shall be free from sharp edges, corners, burs & unevenness.

3.3 Bidder to supply order quantity indicated in the Technical Specification. Overall tolerance on total dispatched quantity shall be restricted to  $\pm 3\%$  in line with IS 2062.

## 4.0 QUALITY / INSPECTION

4.1 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 this specification.

4.2 The tests shall be in accordance with relevant Indian/American standards. The extent of the tests to be performed by the supplier shall include but not be limited to the following: -

a) Routine Tests:

(i) Tests for Chemical Composition

(ii) Test for Mechanical Properties.

Necessary Test Certificates shall be submitted to BHEL for review before actual dispatch of material.

## 5.0 PACKING

The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.

60906/2024/PS-PEM-EL

	<b>TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING</b>  <b>2 X 800 MW NTPC LARA STAGE-II STPP</b>	SPECIFICATION NO. <b>PE-TS-508-509-E001</b>
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		SHEET : 4 OF 4

**SCOPE MATRIX FOR MS ROD**

S.NO.	ACTIVITIES	MANUFACTURER	BIDDER / ASSOCIATE	REMARKS
1.	Source of Supply	Material is to be dispatched directly from the place of manufacturer (works/storage yard) of MS Rod to the project sites without any transshipment.		Consignors Name & address on dispatch documents shall be of manufacturer from where the material is dispatched.
2.	Testing/Inspection			
3.	Guarantee/Warranty			
4.	Transportation			

Bidder to furnished duly filled in signed & stamped copy of scope matrix for broad activities.

## ANNEXURE-1

[illegible]

## 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 \_ supply of \_\_\_\_\_  
MS Rods 40MM dia for 2x800 MW NTPC Lara STPP Stage-II EPC project \_\_\_\_\_

\_\_\_\_\_ (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.



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 For & On behalf of the Principal  
 (Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_