

# ON COMPANY LETTER HEAD

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

Kind Attn. Mr.

Dear Sir,

This has reference to:

1. Our offer for .....for 3x800 MW PVUNL PATRATU TPP , Tender No. ....dated .....
2. Order no. F.No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that M/s (Company Name\_\_\_\_\_ ) is not from such a country *or, if from such a country, has been registered with the competent authority.*

I hereby certify that M/s (Company Name\_\_\_\_\_ ) fulfil all requirements in this regard and is eligible to be considered.

[where applicable, evidence of valid registration by the competent authority shall be attached]

Thanking You,  
Yours faithfully,

Director/Properiter/Partner  
M/s \_\_\_\_\_

## 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

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

## **ANNEXURE– VIII**

### **INTEGRITY PACT**

#### **Between**

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

#### **and**

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

#### **Preamble**

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

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

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

#### **Section 1 – Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.


1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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

himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3 – Disqualification from tender process & exclusion from future contracts**

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


### **Section 4 – Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

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

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

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

responsible for any default by his sub-contractors.

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

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

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

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

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

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.


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

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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

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

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

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

#### **Section 9 – Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/ guarantee etc. should be outside the purview of IEMs.

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

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

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

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

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

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal  
(Office Seal)

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


Place-----

Date-----

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

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

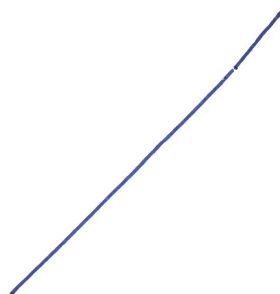
324766/2021/PS-PEM-EL

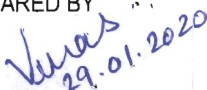

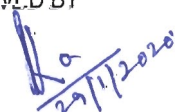
	<b>PRE-QUALIFICATION REQUIREMENTS FOR</b>  <b>MS ROD</b>	PE-PQ-999-509-E001
		REVISION NO. 05    DATE    29.01.2020
		SHEET NO. 1 OF 1

<b>SCOPE:</b> Supply : YES;    Erection & Commissioning : NO;	
1	Vendor should have in-house manufacturing facility of MS rods 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 15C8 class 1A.
2	Vendor should be a manufacturer of steel or their approved re-roller.
3	Vendor should have capability of manufacturing MS rods of about 500 MT per month.
4	Manufacturer of steel should have in-house capability to carry out all applicable tests as per relevant standards.
5	Manufactured & supplied at least 1000 MT of MS rods in one or more orders and at least 100 MT in a single order.
6	Minimum two (2) nos. purchase orders for MS rods 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.

## NOTES-

1. SAIL/RINL, need not furnish documents in support of above PQR criteria.
2. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
3. 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.
4. Any other project specific pre-qualifying requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
5. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
6. 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  NAME: VIKAS KUMAR SINGH DESIGNATION: Dy. MGR (E3)	REVIEWED BY  NAME: P. Dutt DESIGNATION: SDGM	APPROVED BY  NAME: P. Dutt DESIGNATION:
--	--	---

ANNEXURE I  
3 X 800 MW PATRATU STPS EXPANSION PH-I

PROJECT SPECIFIC PRE-QULIFYING REQUIREMENTS FOR MS ROD FOR  
BELOW GROUND EARTHING

-NIL-

*Shweta Gaba*  
24/5/18  
SHWETA GABA  
(SR ENGR)

*Hema*  
24/5/18  
HEMA KUSHWAHA  
(MANAGER)

*Praveen Dutta*  
24/5/18  
PRAVEEN DUTTA  
(DGM-ELECT)

*Rajnish Goyal*  
24/5/18  
RAJNISH GOYAL  
(DH-ELEC)

**3 X 800 MW PATRATU STPS EXPANSION PH-I****TECHNICAL SPECIFICATION  
FOR  
MS ROD FOR BELOW GROUND EARTHING**

SPECIFICATION NO. : PE-TS-434-509-E004  
REVISION : 0



**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR  
PROJECT ENGINEERING MANAGEMENT  
NOIDA – 201301**

	<b>TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING</b>	SPECIFICATION NO. <b>PE-TS-434-509-E004</b>
		REV NO. : <b>0</b> DATE : 03.03.2021
	<b>3X800 MW PATRATU STPS EXPANSION PH-I</b>	SHEET : 1 OF 3

## STANDARD TECHNICAL REQUIREMENTS

	<b>TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING</b>  <b>3X800 MW PATRATU STPS EXPANSION PH-I</b>	SPECIFICATION NO. <b>PE-TS-434-509-E004</b>
		REV NO.: <b>0</b> DATE: <b>03.03.2021</b>
		SHEET : <b>2</b> OF <b>3</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 designation E250 quality A:** Hot Rolled Low, Medium and High Tensile Structural Steel.
- b) **ASTM A 510M Grade No. 1010 (SAE No. 1010) /1018 (SAE No. 1018) /1020 (SAE No.1020):** Standard Specification for general requirements of wire rods and coarse round wire, carbon steel.
- c) **IS 1875, Designation 15C8 class 1A:** 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.

Note- Vendor shall submit the dates for drawing/document submission/BHEL comments/resubmission/approval after approval of documents.

	<b>TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING</b>  <b>3X800 MW PATRATU STPS EXPANSION PH-I</b>	SPECIFICATION NO. <b>PE-TS-434-509-E004</b>
		REV NO.: <b>0</b> DATE :03.03.2021
		SHEET : 3 OF 3

### BOQ FOR BELOW GROUND EARTHING (MS ROD)

S.NO.	ITEM DESCRIPTION	UNIT	ORDER QUANTITY
1)	40 mm Dia MS ROD	MT	420