

**Clause on IP in the tender**

**Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

**Details of contact person(s):**

(1)  
Name: KUDAYA KUMAR  
Deptt: MM/RM  
Address: BHEL, TRICHY  
Phone: (Landline/ Mobile)  
0431-2577030  
Email: udayakumar.k@bhel.in  
Fax: \_\_\_\_\_

(2)  
Name: KRISHNA SAMAD  
Deptt: MM/RM/PIPES  
Address: BHEL, TRICHY  
Phone: (Landline/ Mobile)  
0431-2571579  
Email: krishnasamad@bhel.in  
Fax: \_\_\_\_\_

**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 \_\_\_\_\_  
Manufacturing and supply of seamless pipes of various specifications

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

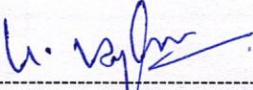
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At 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**

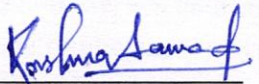
- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) 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.

  
 For & On behalf of the Principal  
 (Office Seal) **K. UDAYA KUMAR**  
 Dy. Manager / MM / Purchase / RM  
 Bharat Heavy Electricals Limited  
 Tiruchirappalli, Tamil Nadu - 620 014


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

Place BHEL, TRICHY

Date 13.06.2024.

Witness:   
 (Name & Address) KRISHNA SAMAD  
BHEL, TRICHY

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

 BHEL - TRICHY	<b>THIRD PARTY NON-DISCLOSURE AGREEMENT</b>	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

## THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

**BHARAT HEAVY ELECTRICAL LIMITED**  
**MM/RM/ PLANNING/ PIPES**

Ref- MM/RM Planning/ Pipes/ Rev 05

Dt.- 20.03.2024

**Pre- Qualification requirements (PQR) for the procurement of seamless Carbon Steel/ Alloy Steel/ Stainless Steel Pipes through Open Tender (As per TDC: 101 Rev 21)**

**A) Organizational Capability:**

1. Manufacturers having pipe mill are only eligible to participate. Offer from Traders, Re-rollers, fabricators and stockists are not acceptable and will not be considered for evaluation. Product catalogue shall be submitted.
2. Source of raw material (Billets or blooms) for the manufacturing of Pipes shall be from IBR approved well known steel maker or certified by IBR approved inspecting authority (Form-IV to be attached in all cases). If the Raw material is sourced from different sources, all the sources should be indicated in the offer, and the supplies should be restricted to the indicated list of raw material sources.
3. Optionally, for OD upto 76.2 MM, If the supplier is having only cold mill facility for conversion of Mother hollows to finished tubes, the raw material mother hollow shall be sourced from BHEL approved tube suppliers only (List attached). The source of mother hollow shall be declared along with the offer for BHEL approval. For the submitted mother hollow sources, the supplier shall submit original test certificate/s of mother hollow along with product test certificate/s. The Source of raw material (Billets or blooms) shall be as per Cl.2 above.
4. As per the steel and Steel products (Quality Control) Order-2020 dt.27.05.2020 issued by Ministry of Steel, Government of India, all stainless steel tubes shall be made from the stainless steel products (billets/blooms) confirming to equivalent IS standards. IS marked raw material MTC (Billets/ Blooms) shall be submitted along with product test certificate/s.
5. Supplier shall submit filled in supplier facility report for Pipe mill (Format enclosed). Supplier without basic manufacturing facilities in- house, shall not be considered for evaluation. In -house facilities for heat treatment & Non-destructive Testing (On-line U/T & Online Thickness Measurement facility for Pipes) are mandatory requirement for consideration of offer.
6. Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.
7. Suppliers shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
8. BHEL/End customer reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
9. BHEL/End customer reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.
10. BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.

**B) Technical Competence:**

1. Point by point confirmation to the TDC requirements is mandatory for consideration of the offer and signed TDC shall be submitted.
2. Suppliers shall submit the manufacturing process flow chart from Raw material (Billets or Blooms) to finished product to meet the TDC requirements along with technical bid.

*S. Dhanabal*  
**S. DHANABAL**  
Manager / RM / Planning  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

*J. Nanthini*  
**J. NANTHINI**  
MGR/R/BHEL TRY

*T. Sriharsha*  
**T. SRIHARSHA**  
MGR/QA/BHEL TRY

**BHARAT HEAVY ELECTRICAL LIMITED**  
**MM/RM/ PLANNING/ PIPES**

Ref- MM/RM Planning/ Pipes/ Rev 05

Dt.- 20.03.2024

**Pre- Qualification requirements (PQR) for the procurement of seamless Carbon Steel/ Alloy Steel/ Stainless Steel Pipes through Open Tender (As per TDC: 101 Rev 21)**

3. Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality and NDE requirements.

**C) Past Experience / Performance:**

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity for each specification.
2. Suppliers shall have supplied tubes as per the specification given below.
  - i. For Carbon Steel Pipes: Either in SA106GRB/ SA106GRC or any alloy steel Grades.
  - ii. For Alloy Steel Pipes: Either in SA335P12 / SA335P22 or any higher alloy steel grades.
  - iii. For Alloy Steel Pipes (SA335P91): Either in SA335P91/ SA335P92 Grades
  - iv. For Alloy Steel Pipes (SA335P92): In respective grade SA335P92.
  - v. For Stainless Steel Pipes: Either in SA312TP316, SA312TP316L or any higher Stainless Steel grades
3. Details of supplies made in past 5 years indicating the quantity, size, specification & customer details shall be submitted year wise.
4. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) against the tendered specification shall be submitted as mentioned above in Clause C2.
5. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) covering minimum and maximum sizes meeting the tendered size requirements shall be submitted as mentioned above in Clause C2.
6. The manufacturing size range shall be indicated in the offer. However, if credential is not available for any specific tendered size, then specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

**D) Financial Soundness**

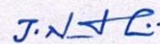
1. Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement for the last four years (or from date of incorporation whichever is less).
2. Import suppliers shall submit latest report from a reputed third party business rating agency like Dun & Bradstreet, Credit reform etc.

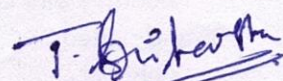
**Note:**

1. Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.
2. BHEL shall consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL shall make on-site assessment of the facilities at supplier's works during the bid evaluation.

  
**S. DHANABAL**  
Manager / RM / Planning  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

Page 2 of 2

  
**J. NANTHINI**  
MGR/R/BHELTRY

  
**T. SRIHARSHA**  
MGR/OA/BHELTRY

**BHARAT HEAVY ELECTRICALS LIMITED**  
**MM/RM/PURCHASE/TUBES**

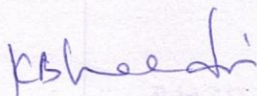
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**Dt:19.02.2024**

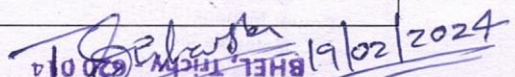
**Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Tubes through Open Tender (As per TDC: 102 Rev 20)**

**A) Organizational Capability:**

1. Manufacturers having tube mill are only eligible to participate. Offer from traders, fabricators and stockists are not acceptable and will not be considered for evaluation.
2. If the supplier is having only cold mill facility for conversion of mother hollows to finished tubes, the raw material mother hollows shall be sourced from BHEL approved tube suppliers only. However for NTPC projects mother hollows shall be sourced from NTPC approved tube suppliers only (List attached). The source of mother hollow shall be declared along with the offer for BHEL approval. For the submitted mother hollow sources, the supplier shall submit original test certificate/s of mother hollow along with product test certificate/s.
3. If the supplier is not having steel making facility, then source of raw material for the manufacturing shall be from **IBR** approved well known steel maker or certified by **IBR** approved inspecting authority (Form-IV to be attached). If the supplier is dependent on more than one source for steel making, all the sources should be indicated, and the supplies should be restricted to the indicated list of raw material sources.
4. As per the Steel and Steel Products (Quality Control) Order-2020 dt 27.05.2020 issued by Ministry of Steel, Government of India, all stainless steel tubes shall be made from the stainless steel products (billets/blooms) confirming to equivalent IS standards. IS marked raw material MTC (billets/blooms) shall be submitted along with product test certificate/s
5. Vendor to indicate the nature of the firm. Product catalogue shall be submitted.
6. Suppliers shall submit filled in supplier facility report for Tube mill (Format enclosed). Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment & Non-Destructive Testing (On-line UT & Online Thickness Measurement facility for Tubes) are mandatory requirements for consideration of the offer.
7. Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.
8. Suppliers shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
9. BHEL/End customer reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
10. BHEL/End customer reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.
11. BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.



**K BHUVANADEVI**  
Senior Manager / Planning / RM  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

  
19/02/2024  
BHEL TIRUCHIRAPPALLI  
BUSINESS EXCELLENCE  
MANAGER  
**DR. T. SRIHARSHA**

**Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Tubes through Open Tender (As per TDC: 102 Rev 20)**

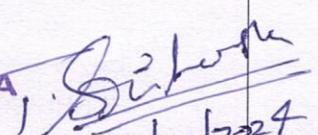
**B) Technical Competence:**

1. Point by point confirmation to the TDC requirements is mandatory for consideration of offer and signed TDC shall be submitted.
2. Suppliers shall submit manufacturing process flow chart (Raw material to finished product) & manufacturing quality plan to meet the TDC requirements along with technical bid.
3. Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality and NDE requirements.

**C) Past Experience/ Performance:**

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity for each specification.
2. Suppliers shall have supplied tubes as per the specification given below.
  - a. For Carbon Steel Tubes: Either in SA192/SA210GRA1 /SA210GRC or any alloy steel Grades.
  - b. For Alloy Steel Tubes (SA213T23): Either in SA213T23/SA213T91/SA213T92 grades
  - c. For Alloy Steel Tubes (SA213T91): Either in SA213T91/SA213T92 grades.
  - d. For Alloy Steel Tubes (SA213T92): In respective grade SA213T92
  - e. For other Alloy Steel Tubes: Either in SA213T11/SA213T12/SA213T22 or any higher alloy steel grades.
  - f. For Stainless Steel Tubes (SA213TP347H, SUPER 304 – UNS No. S30432): Either in SA213TP347H or SUPER 304 (UNS No. S30432) Grades
  - g. For other Stainless Steel Tube Grades: Either in SA213TP304H, SA213TP316, SA213TP321, SA213TP32IH or any higher Stainless steel grades.
3. Details of supplies made in past 5 years indicating the Quantity, Size, Specification & Customer details shall be submitted year wise.
4. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) against the tendered specification shall be submitted as mentioned above in Clause C2.
5. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) covering minimum and maximum sizes meeting the tendered size requirements shall be submitted as mentioned above in Clause C2.
6. The manufacturing size range shall be indicated in the offer. However, if credential is not available for any specific tendered size, then specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

  
**K BHUVANADEVI**  
Senior Manager / Planning / Rm  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

  
**Dr. T. SRIHARSHA**  
MANAGER  
BUSINESS EXCELLENCE  
BHEL, Trichy - 620 014  
19/02/2024

**D) Financial Soundness:**

1. Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement for the last three years (or from date of incorporation whichever is earlier).
2. Import suppliers shall submit latest report from a reputed third party business rating agency like Dun & Bradstreet, Credit reform etc...

**Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.**

**BHEL shall consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL shall make on-site assessment of the facilities at supplier's works during the bid evaluation.**

*K Bhuvana Devi*

**K BHUVANADEVI**  
Senior Manager / Planning / RM  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

*T. Sriharsha*  
19/02/2024

**Dr. T. SRIHARSHA**  
MANAGER  
BUSINESS EXCELLENCE  
BHEL, Trichy - 620 014