

**Enquiry items along with quantities:**

It. No.	Size & Item description	Technical requirement	Quantity in kg- Maximum
1	90mm dia X 3000mm – 6000mm LG.	Alloy steel round bar hot rolled/forged for high temperature bolts up to 565 degree celcius H&T of Spec. AA10622 Rev10 (20CRMOVTIB4 – 10) In rough machined condition with tolerance on diameter (+2 mm) (-2 mm) as per Spec-AA10622. Straitness within 3 mm/meter. Bar shall be supplied with hardened and tempered condition according to EN10269 to comply with the mechanical properties specified in the specification. All other technical parameters to be maintained strictly as per BHEL Specification.	11000
2	100mm dia X 3000mm – 6000mm LG.	Alloy steel round bar hot rolled/forged for high temperature bolts up to 565 degree celcius H&T of Spec-AA10622 Rev10 (20CRMOVTIB4 - 10) in rough machined condition with tolerance on diameter (+2.5 mm) (-2.5 mm) as per Spec AA10622. Straitness within 3 mm/meter. Bar shall be supplied with hardened and tempered condition according to EN10269 to comply with the mechanical properties specified in the specification. All other technical parameters to be maintained strictly as per BHEL specification.	11000
3	150mm dia X 1500mm – 6000mm LG.	Alloy steel forged round bar for high temprature bolts up to 565 degree celcius H&T of Spec-AA10622 Rev10 (20CRMOVTIB4 - 10) in rough machined condition with tolerance on diameter (+8 mm) (-0.0 mm) as per Spec-AA10622. Straitness within 3 mm/meter. Forged bar shall be supplied with hardened and tempered condition according to EN10269 to comply with the mechanical properties specified in the specification. All other technical parameters to be maintained strictly as per BHEL specification.	11000
4	180mm dia X 1500mm – 6000mm LG.	Alloy steel forged round bar for high temprature bolts up to 565 degree celcius H&T of Spec-AA10622 Rev10 (20CRMOVTIB4 - 10) in rough machined condition with tolerance on diameter	11000
5	200mm dia X 1500mm – 6000mm LG.	(+12.5mm) (-0.0 mm) as per Spec-AA10622. Straitness within 3 mm/meter. Forged bar shall be supplied with hardened and tempered condition	11000
6	210mm dia X 1500mm – 6000mm LG.	according to EN10269 to comply with the mechanical properties specified in the specification.	11000
7	230mm dia X 1500mm – 6000mm LG.	All other technical parameters to be maintained strictly as per BHEL specification.	11000
TOTAL			77000 kg

**QA plan No:** QAX/TH/1805 dtd-15.02.2025 Rev00 is applicable.

Quantity variation as per below:

**For item 1** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 2** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 3** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 4** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 5** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 6** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**For item 7** - Supplies quantity are to be restricted between 11000 kg & 9000 kg.

**Pre-qualification criteria:**

Sl. No.	Description of pre-qualification requirement	Vendor Response	
		Complied (YES / NO)	Supporting Documents required to accept compliance
1	Manufacturer of Alloy Steel Hot Rolled / Forged Bar / their authorized representative.		Relevant Certificate of being Manufacturer /declaration of OEM/declaration on company letter head else authorization letter with validity (for authorized representative) for enquired item.  Firm name and address, email, contact no. etc. from whom bars intended to be supply to be furnished.
2	Vendors should have experience of Manufacturing, Material testing & supplying of ALLOY STEEL HOT ROLLED/FORGING ROUND BAR as per SPEC AA10622 REV-10 (20CrMoVTiB4-10) H&T or comparable standard. There is no Indian standard covering this material. However, assistance has been derived from EN 10269 material grade 20CrMoVTiB4-10 "Steels and Nickel alloys for fasteners with specified elevated and / or low temperature properties, during last 7 years (ending last day of month previous to the one in which NIT is published)		Purchase order, Mill test certificate.  In case of authorized dealer relevant documents of there OEM is also considered.
3	Company shall be certified with ISO 9001 or equivalent.		Valid certificate to be submitted.  In case of authorized dealer, Valid ISO certificate of OEM is required.

Note:

1. BHEL has right to verify information / confirmation furnished by asking additional documents, proof etc.

**ALL THE ABOVE POINT WISE PRE-QUALIFICATION REQUIREMENT ARE TO BE NECESSARILY ACCEPTED BY THE BIDDERS FOR THEIR OFFERS TO BE CONSIDERED FAILING WHICH OFFERS SHALL BE REJECTED.**

MAKE IN INDIA format

**MAKE IN INDIA format (to be filled by OeMs of the participating bidders)**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**MATERIAL MANAGEMENT – STEEL DIVISION**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

- (a) A supplier will be treated as **Class-I Local Suppliers**, if the items quoted by bidder have local content equal to or more than 50%.
- (b) '**Local Content**' means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as **Class-I Local Suppliers**.

**a. The Local Content in the items quoted under this Enquiry is ..... Percent**

**b. Details of location(s) in India where this value addition shall be done, is/are as follows:**

(a) .....

(b) .....

(c) .....

(.....)

For M/s. ....

(Seal & Sign)

## Annexure-1

### DECLARATION (To be given by Bidder)

GeM Bid No.....

Item Description: .....

With reference to above reference bid, we M/s..... (Bidder's Name)  
confirm/declare the following.

1. Quoted Make-.....
2. We are OEM or Reseller - .....
3. Valid OEM Authorization certificate with OEM's Contact Details attached (In case of reseller)  
- Yes / NA .....
4. We confirm Nil deviation from GeM bid document (NIT).

Note:

1. OEM details such as name, designation, address, e-mail Id and Phone number required to be furnished along with the technical bid. (also refer ATC clause).
2. Commercial Deviation/deviation in delivery shown separately or found hidden in the offer, will not be taken cognizance of.

**(Vendor's Seal & Sign)**

**STANDARD QUALITY PLAN**

<b>QAP NO:</b>		<b>QAX/TH/1805</b>		<b>REV. 00</b>		<b>Date: 15/02/2025</b>				
<b>CUSTOMER:</b>		<b>BHEL BHOPAL</b>		<b>VENDOR NAME: as per BHEL PO</b>						
<b>DESCRIPTION MATERIALS:</b>		<b>ALLOY STEEL BARS FOR HIGH TEMPERATURE BOLTS UPTO 565° C -H&amp;T (20CrMoVTiB4 – 10)</b>								
<b>SPECIFICATION</b>		<b>AA10622</b>		<b>Rev. No.</b>		<b>10</b>				
<b>PI/ENQ NO/PO NO</b>		<b>120140006</b>		<b>Date:</b>		<b>---</b>				
<b>Sr. No.</b>	<b>Characteristics</b>	<b>Class</b>	<b>Quantum of check</b>	<b>Reference Document</b>	<b>Acceptance Norm</b>	<b>Type of record</b>	<b>Inspection Agency</b>			<b>Remarks</b>
							<b>P</b>	<b>W</b>	<b>V</b>	
01	Chemical composition	Maj	Each heat/each size	AA 10622	As per spec	TC	2	1		
02	Heat Treatment	Maj	100% of each lot/heat/size	AA 10622	As per spec	CHART	2		1	
03	Hardness of all bars	Maj	100% of Bars	AA 10622	As per spec	TC	2	1		10% witness by BHEL TPIA
04	Identification of test sample from hardest and softest bar of each heat and each size	Maj	1 sample/heat batch/size	AA 10622	As per spec	TC	2	1		
05	Mechanical properties on hardest and softest bar	Maj	Each Heat Batch/each size	AA 10622	As per spec	TC	2	1		
06	Ultrasonic Test	Maj	100% of Bars	As per spec	As per spec	REPORT	2	1		10% Witness by BHEL TPIA
07	Visual Examination	Maj	100% of each Lot/heat/size	AA 10622	Free From surface defect & shall be smooth	REPORT	2	1		10 % Witness by BHEL TPIA
08	Dimensional Inspection	Maj	10% of each lot/heat/size	AA 10622	As per Spec	REPORT	2	1		
09	Stamping & Marking	Maj	100% of Bars	AA 10622	As per spec	TC	2	1		Hard Punch of PO number, heat number, specification number
10	Documentation: TC & Inspection Report	Maj	Verification	AA10622	As per spec		2		1	TC & Reports Endorsed by TPIA

Note:

- material to be tested to ensure both chemical & mechanical properties at NABL/Govt. Approved Lab / BHEL TSD / manufacturer's lab having calibrated instruments (duly approved by NABL / NABL appointed agency). Sample for check test shall be drawn in consultation with BHEL-IA from each heat & production lot.
- Testing of Material can be done at BHEL Bhopal works during receipt of material.

Legends: Maj = Major, V= Verification, P=Perform, W=Witness, TC= Test Certificate. 1=BHEL/BHEL appointed TPIA, 2=Vendor/Sub Vendor

**NIMESH  
SHAH**

Digitally signed by NIMESH SHAH  
Prepared By NIMESH SHAH, on BHEL,  
OU = HEP, BHOPAL  
Date: 2025.02.18 12:00:02 +05'30'  
मो. एच.ई.एल., भोपाल / BHEL, BHOPAL

प्रमाणित / Endorsed  
एच.टी.ई.एल. / STM Division  
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

Approved By

राहुल सिंह चौधरी / Rahul Singh Choudhary  
उप प्रबंधक / Dy. Manager  
एस.टी.ई. विभाग / S.T.E. Division  
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL





# CORPORATE PURCHASING SPECIFICATION

AA10622

Rev No. 10

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## ALLOY STEEL BARS FOR HIGH TEMPERATURE BOLTS UPTO 565° C – H&T (20CrMoVTiB4 – 10)

### 1.0 GENERAL:

This specification governs the quality requirements of alloy steel bars suitable for machining.

### 2.0 APPLICATION:

Used mainly for bolts, nuts and studs etc.

### 3.0 CONDITION OF DELIVERY:

Hot rolled/forged bars shall be supplied in the hardened and tempered condition according to EN10269 to comply with the mechanical properties specified in the specification.

### 4.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no Indian standard covering this material. However, assistance has been derived from EN 10269 material grade 20CrMoVTiB4 – 10 "Steels and Nickel alloys for fasteners with specified elevated and / or low temperature properties".

### 5.0 DIMENSIONS AND TOLERANCES:

#### 5.1 Sizes:

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

#### 5.1.1 Length:

Unless otherwise specified, hot rolled bars shall be supplied in 3 to 6 meters length or in multiples with maximum of 10 per cent, shorts down to 1 meter.

Forged bars shall be supplied in lengths of 1.5 to 6 meters

#### 5.2 Tolerances:

##### 5.2.1 Hot rolled bars:

The bars shall not vary from specified diameter or distance across flats by more than  $\pm 2\frac{1}{2}$  %.

##### 5.2.2 Forged bars:

The tolerance on the forged bars shall be as follows:

<u>Diameter, mm</u>	<u>Tolerance, mm</u>
> 50 to 125	+ 6.0
>125 to 175	+ 8.0
>175	+ 12.5

#### Revisions:

As per Clause No.39.7.3 A) of MOM of MRC – FCF+HTM

#### APPROVED:

INTERPLANT MATERIAL RATIONALISATION  
COMMITTEE – MRC (FCF+HTM)

Rev No.10	Amd No.	Reaffirmed	Prepared	Issued	Dt. of 1 <sup>st</sup> Issue
Dt:05-09-2014	Dt:	Year:	27HEP, Hyderabad	Corp.R&D	June, 1977



AA10622

Rev No. 10

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# CORPORATE PURCHASING SPECIFICATION



**Note:** (FOR HOT ROLLED & FORGED BARS)

Insignificant surface defects in the form of dent and ripple marks are permissible provided their depth does not exceed half the tolerances on each size.

## 6.0 MANUFACTURE

The steel shall be made by electric furnace process and degassed (e.g. vacuum degassed). Any other process shall be subjected to the mutual agreement between BHEL and the manufacturers.

**Note:** The material as per this specification shall be supplied by the manufacturers who are having complete in-house steel melting, refining, hot rolling/forging/blooming/etc., heat treatment and testing facilities.

## 7.0 HEAT TREATMENT

Following heat treatment parameters are suggested to achieve the mechanical properties specified in Clause 11.0 of this specification.

Bars shall be annealed at 660 – 700°C followed by air cooling, hardened by heating uniformly to 970 – 990°C and quenching in air / water / oil. They shall be tempered at temperatures between 680 – 720°C.

If bars need to be straightened after heat treatment, stress relieving is mandatory after completion of the entire straightening process. Stress relieving shall be carried out at 30°C below the actual tempering temperature with a subsequent slow cooling rate.

## 8.0 FREEDOM FROM DEFECTS

The bars shall be straight, sound and free from internal defects. Cracks, other material separations or more severe linear inclusion lines are only acceptable when located in the dimensional tolerance areas.

## 9.0 CHEMICAL COMPOSITION:

The analysis of the material shall be as follows:

Element (wt%)	C	Si	Mn	Cr	Mo	V	Ti	B	S	P*	Al**
Minimum	0.17	–	0.35	0.90	0.90	0.60	0.07	0.001	–	–	0.015
Maximum	0.23	0.4	0.75	1.20	1.10	0.80	0.15	0.010	0.020	0.020	0.080

The following trace elements shall be restricted to the following maximum limits:

Copper	--	0.20
Tin	--	0.020*
Arsenic	--	0.020
Ni	--	0.20

\* The elements P and Sn shall be controlled according to the formula  $P+3.6XS_n \leq 0.055\%$

\*\* A maximum Al-value of 0.03% is to be aimed.

## 10.0 TEST SAMPLES

### 10.1 CHEMICAL ANALYSIS:

Each melt shall be analysed for chemical composition.





# CORPORATE PURCHASING SPECIFICATION

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## 10.2 MECHANICAL TESTS

A hardness test is to be carried out to verify the uniformity of the strength within the delivery lot (per melt and heat treatment batch). Hardness check shall be conducted on 10% of the bars or a minimum 10 numbers of bars whichever is higher. In case the lot consist of less than or equal 10 bars, then all the bars need to be checked for hardness. Mechanical properties shall be tested on hardest and softest bar.

Specimens are to be taken in longitudinal direction according to EN 10083-1. For bars with diameter (d) respectively side lengths (a, b) > 100mm, the specimens shall be taken at a distance d/3 respectively a/3 and b/3 from the respective surfaces. In this case transverse specimens are also allowed.

## 11.0 MECHANICAL PROPERTIES

11.1 When tested in accordance with IS:1608, the test pieces shall show the following properties tensile properties at room temperature (EN 10269):

Properties	d ≤ 100	100 < d ≤ 250
Ultimate tensile strength	820–1000 N/mm <sup>2</sup>	820–1000 N/mm <sup>2</sup>
0.2% proof stress	660 N/mm <sup>2</sup> (min.)	660 N/mm <sup>2</sup> (min.)
Elongation on $5.65\sqrt{s_0}$ gauge length	15 % (min.)	15 % (min.)
Reduction in area	50% (min.)	50% (min.)
Charpy 2mm V notch (J)	40 (min.)	27 (min.)

## 11.2 Charpy Impact Value (V notch)

When tested in accordance with IS:1757, using a test specimen of 10 mm x 10 mm x 55 mm and having a 2 mm V notch, the materials shall show a minimum Charpy impact value (in Joules) at room temperature as mentioned in the above table. This test is applicable for Bars of sizes above 16mm only.

## 11.3 Hardness (Brinell) - for information only

When tested in accordance with IS: 1500, the material shall have a Brinell hardness in the range of 245 – 310 BHN.

**Note:** In lieu of IS:1608, IS:1757 & IS:1500, any other National or International may be used.

## 12.0 NON-DESTRUCTIVE TEST

12.1 Verification test of all bars.

12.2 100% Ultrasonic inspection of all bars according to EN 10308 type 1a-1c (table 1). Acceptance criteria shall be quality class 4 according to EN 10308 (table 2). In general, the decision limits for loss of back wall echo is 4 dB for all bar dimensions. Every linear or surface-like in-homogeneity larger than 10mm in any direction is not acceptable.

## 13.0 RETESTS

As per EN10021.



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# CORPORATE PURCHASING SPECIFICATION



## 14.0 TEST CERTIFICATE:

Three copies of test certificates in English shall be supplied unless otherwise stated in the order.

In addition the supplier shall ensure to enclose one copy of test certificate alongwith their dispatch documents to facilitate quick clearance of material.

The test certificate shall bear the following information:

### BHEL references:

BHEL order No.

AA10622 (Rev.No.10):ALLOY STEEL BARS FOR HIGH TEMPERATURE BOLTS UPTO 565° C – H&T (20CrMoVTiB4 – 10)

### Supplier References:

Supplier's Name

Heat or Cast No.

Process of manufacture

Identification No.

Particulars of heat treatment and Batch No.

### Results of Tests:

Chemical analysis

Non-destructive tests

Mechanical properties

Results of dimensional inspection

The certificate must be signed by the Chief, Inspection Department / Chief Metallurgist of the supplier's plant.

## 15.0 PACKING AND MARKING

Bars shall be suitably packed to prevent corrosion and damage during transportation.

Bars over 63 mm diameter shall be individually stamped / painted on one end face with cast number and AA10622.

Bars of 63 mm diameter and less shall be bundled together and identified by means of a metal label stating the cast number and specification No. AA10622 attached to the bundle.

Each package shall, in addition bear the following information:

AA10622:Alloy steel bars for high temperature bolts up to 565 °C-H&T(20CrMoVTiB4 – 10)

BHEL Order No.

Cast / Batch No.

Identification No.

Weight.

Supplier's Name.

## 16.0 REFERRED STANDARD (Latest publications including amendments)

1) IS:1500

2) IS:1608

3) EN10021

4) EN 10204

5) EN 10308

6) EN10083-1

7) IS 1757

## 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 Various Sizes of Alloys Steel Round Bar to Specification AA10622 Rev10 (E1443112) (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)**

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- 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.

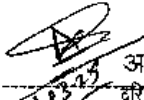
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At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

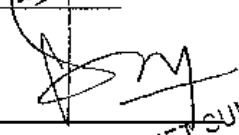
- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of 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.

  
 11.03.22 अतुल कुमार / ATUL KUMAR  
 वरिष्ठ अभियंता (क्रय) / Sr. Engineer (Purchase)  
 For & On behalf of the Principal - Steel  
 (Office Seal) भोपाल / B.H.E.L., BHOPAL

Place BHEL BHOPAL  
 Date 11.03.22

Witness:   
 (Name & Address) SUMAN  
 विनोद कुमार / Vinod Kumar  
 वरिष्ठ प्रबंधक / Sr. Manager  
 सी.एम.एस.-स्टील विभाग / CMM-Steel Division  
 बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

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

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



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.

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (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: ATUL KUMAR  
Deptt: CMM-Steel  
Address: BHEL BHOPAL  
Phone: (Landline/ Mobile)  
7552505421  
Email: ATUL-KUMAR@BHEL.IN  
Fax: \_\_\_\_\_

(2)  
Name: VINEET SUMAN  
Deptt: CMM-STEEL  
Address: BHEL BHOPAL  
Phone: (Landline/ Mobile)  
7552505805  
Email: VINEETSUMAN@BHEL.IN  
Fax: \_\_\_\_\_