

**Enquiry items along with quantities:**

It. no	Size & Item description	Technical requirement	Quantity in kg
1	1.25mm tk X 527mm width.	Cold Rolled Carbon Steel Coil to Material Spec. No. AA10115 Rev09 (IS: 513 Grade D). Tolerance on width is strictly within +/-1 MM. The inner I/D of coil should be 470 mm to 515 mm. Material test certificates covering all the mechanical and chemical properties strictly as per specification AA10115 rev09 having proper correlation with physical material shall be furnished along with supply. Each coil weight should be 3 to 4.5 MT. All other details as per spec. AA10115 Rev09.	990000
TOTAL			990000 kg

Quantity variation as per below:

**Item-1**, Supplies quantity are to be restricted between 990000 kg & 810000 kg.

**Pre-qualification criteria:**

Sl. No.	Description of pre-qualification requirement	Vendor's Response	
		Complied (Yes / No)	Supporting Documents required to accept compliance
1	Manufacturer or their authorized representative.		Certificate of being manufacturer (for manufacturer).  Authorized representative have to submit valid <b>Enquiry specific</b> authorization letter from original manufacturer or through their authorized service center. Original manufacturer / service center certificate clearly mention name, address, email and contact number from whom material is intended to be supplied to be furnished.
2	Supplies are required for PGCIL jobs (765KV), hence the supplying mill should be approved by PGCIL (M/s Powergrid Corporation of India limited) for cold rolled carbon steel coil/sheet.		Valid approval letter of supplying mill by PGCIL should be submitted along with offer if the mill name is not appearing in the approved compendium of vendors available on M/s PGCIL website ( <a href="https://www.powergrid.in/en">https://www.powergrid.in/en</a> ) for 765KV.
3	Offers of those parties will be considered who or their Manufacturer has supplied "Cold-rolled carbon steel sheets / Coils" as per Spec. AA10115 Rev09 / (IS: 513 Grade D) or equivalent grade meeting our requirement during last 7 years (ending last day of month previous to the one in which NIT is published).		Purchase order and Mill Test certificate.  In case of authorized representative experience documents of their OEM is also considered.  In case of any old supply to BHEL, PO number against the accepted material by BHEL will suffice the requirement.

**Note-**

- BHEL has right to verify information / confirmation furnished by asking additional documents, proof etc.
- Additional time for 15 (fifteen) days from tender opening date (i.e. Bid part-1 opening date) shall be given to participating bidder for obtaining their manufacturer/mill approval from M/s Power grid corporation of India limited (PGCIL), if any.

In case of delay of more than 15 days in obtaining their manufacturer/mill approval from PGCIL, bidder's offer shall not be considered for evaluation.

Bidders are advised to start vendor's approval from M/S PGCIL immediate after receiving the tender documents.

- All the above point wise pre-qualification requirement is to be necessarily accepted by the bidders for their offers to be considered failing which offers shall be rejected.

**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)



## CORPORATE PURCHASING SPECIFICATION

**AA 101 15**

**Rev. No. 09**

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### COLD ROLLED CARBON STEEL SHEET, ANNEALED - DRAWING

#### 1.0 GENERAL:

This specification governs the quality requirements of Cold Rolled Carbon Steel Sheet/Coil of drawing quality, Annealed and skin passed condition. Sheets having thickness of 0.40 to 3.15 mm (both inclusive) and widths upto 1250 mm are covered in this specification.

#### 2.0 APPLICATION:

Suitable for Drawing/ Welding..

#### 3.0 CONDITION OF DELIVERY:

Sheets/Coils : 0.40 mm to 3.15 mm thick, cold rolled, descaled and oiled sheet/coil shall be supplied in fully annealed and skin passed condition. The size, weight and packing of the coils/sheets shall be as agreed to between the manufacturer and BHEL for indigenous material. For imported material, it shall comply with clause 14.0.

Sheets shall be supplied in straight lengths or in coils as specified in BHEL order.

Sheets shall be flat and the edges cleanly sheared and truly squared to the specified dimensions.

Oils used for rust prevention shall be free from pungent smell. The following oils are suggested :

- a) SERVO RP 125 of M/s. IOC.
- b) RUSTOP 387/388 of M/s. HPC
- c) Bharat TCPF of M/s. Bharat Petroleum
- d) Any other TRP conforming to IS : 1154

Sheets shall have a matt surface finish and best surface appearance.

#### 4.0 COMPLIANCE WITH NATIONAL STANDARDS:

- 4.1 Material shall comply with the requirements of IS:513-1994,  
 Gr:D-Drawing, Temper: SP-Annealed & Skin passed;  
 Quality; killed/semi killed; Surface type - Best;  
 Surface finish : Matt.

#### Revisions :

**Cl. 27.6.8 OF MOM OF MRC-S&GPS**

#### APPROVED :

**INTERPLANT MATERIAL RATIONALISATION  
COMMITTEE-MRC (S&GPS)**

**Rev. No. 09**

**Amd.No.**

**Reaffirmed**

**Prepared  
BHOPAL**

**Issued  
Corp. R&D**

**Dt. of 1st Issue  
JULY, 1976**

**Dt: 15.06.2005**

**Dt :**

**Year :**



**4.2** Material offered to DIN 1623-1983, Part 1, Gr : RRSt-13.03, (Material No. 1.0347) Surface appearance: Best surface - 05, Surface finish : Matt 'm', is also acceptable.

**4.3** The tolerance on dimensions shall comply with DIN : 1541.

## **5.0 DIMENSIONS AND TOLERANCES:**

### **5.1 Sizes:**

Cold rolled carbon steel sheets/coils shall be supplied to the dimensions specified in BHEL order.

### **5.2 Tolerances:**

The tolerances on sheets and coils shall comply with IS : 513 as detailed below:

#### **5.2.1 Thickness:**

Tolerances on thickness of sheets	
Nominal thickness, mm	Tolerance for nominal widths upto 1250 mm
-- 0.40	$\pm 0.04$
Above 0.40 up to 0.60	$\pm 0.05$
Above 0.60 up to 0.80	$\pm 0.06$
Above 0.80 up to 1.00	$\pm 0.08$
Above 1.00 up to 1.25	$\pm 0.09$
Above 1.25 up to 1.60	$\pm 0.11$
Above 1.60 up to 2.00	$\pm 0.12$
Above 2.00 up to 2.50	$\pm 0.14$
Above 2.50 up to 3.15	$\pm 0.16$

#### **5.2.2 Width:**

Width	Tolerance
Upto & Incl. 1250 mm	+ 7 mm - 0
Above 1250 mm	+ 10 mm - 0

#### **5.2.3 Length:**

Up to and incld. 2000 mm	+ 15 mm - 0
Over 2000 mm	+ 0.75 percent of length - 0



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### 5.2.4 Camber:

Camber is the greatest deviation of a side edge from a straight line, the measurement being taken on the concave side with a straight line. Camber tolerances are as specified below:

Coils - 20 mm in any 5000 mm length

Cut lengths - 0.4% x length.

### 5.2.5 Out-of Square Tolerance (for cut lengths) :

1 percent of the width.

(Out-of squareness is the greatest deviation of an edge from a straight line drawn at a right-angle to the other edge of the sheet, touching one corner and extending to the opposite edge).

### 6.0 MANUFACTURE :

Steel shall be manufactured by open-hearth, electric, basic oxygen or a combination of these processes.

Material shall be manufactured from semi killed/killed steel, preferably aluminum killed.

Rimmed steel is not acceptable.

### 7.0 FINISH:

Material shall have a medium or dull finish. Pores, roll marks or scratches which do not impair uniform appearance of the finished product are permissible. The sheets shall be free from waviness and the surface shall be ideal for spray painting.

### 8.0 HEAT TREATMENT :

Sheets and coils shall be fully annealed and skin passed.


### 9.0 FREEDOM FROM DEFECTS :

The material shall be free from harmful defects such as scale, rust, blisters, laminations, pitting, cracked edges, etc.

### 10.0 CHEMICAL COMPOSITION :

The melt analysis of steel and the permissible variation in the composition of the material from the melt analysis shall be as follows:

Element	Melt analysis, percent, max.	Permissible variation percent, max.
Carbon	0.12	0.02
Manganese	0.50	0.03
Sulphur	0.040	0.005
Phosphorus	0.040	0.005

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**11.0 TEST SAMPLES:**

One bend test and hardness test shall be carried out from each lot of 5,000 kg of material or part thereof, per melt per consignment.

Where material of more than one thickness are rolled from the same melt, one additional bend test shall be made for each thickness.

Test pieces shall be cut so that the axis of the bend is parallel to the direction of rolling, viz., transverse direction.

**12.0 MECHANICAL PROPERTIES :**

**12.1 Bend Test :**

The test piece shall be capable of being bent cold through 180° close without showing sign of cracks or fracture on the outer convex surface.

Bend test shall be carried out in accordance with IS : 1599.

**12.2 Hardness (VICKERS) :**

When tested as per IS : 1501, the test pieces shall show a Vickers hardness as given below:

Upto & Incl. 1.25 mm, thick	:	115 HV, max.
Above 1.25 mm, thick	:	125 HV, max.

**13.0 TEST CERTIFICATES:**

Unless otherwise specified, three copies of test certificates shall be supplied.

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

The test certificate shall bear the following information:

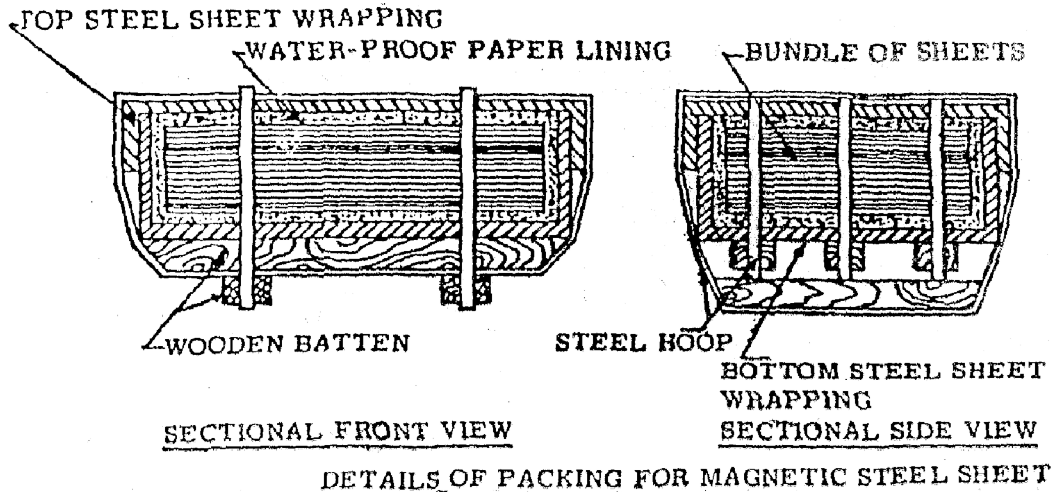
AA 101 15, Rev 09/IS:513 Gr:D/DIN 1623 Gr: RRSt 13.03 m,  
BHEL Order No,  
Melt No,  
Size and Quantity,  
Results of Chemical analysis and Mechanical tests,  
Supplier's name,  
Identification No  
TC No,  
Signature of Competent authority, etc..

**14.0 PACKING :**

**14.1 Packing:**

Sheets and Coils shall be suitably packed in bundles to prevent corrosion and damage during transit.

Recommended packing for imported material shall be as shown below. However, other methods of packing is also acceptable if prior agreement of BHEL is obtained in writing by the manufacturer.

14.2 **Sheets :****Note:**

- a) Water proof paper lining shall be preferably Volatile Corrosion Inhibitor (V.C.I.) Coated Paper with an additional polythene (100 micron) enveloped.
- b) Approximate weight of each bundle shall be 2 to 3 tonnes. Bundle weighing 2 metric tonnes is however preferred.

14.3 **Coils:**

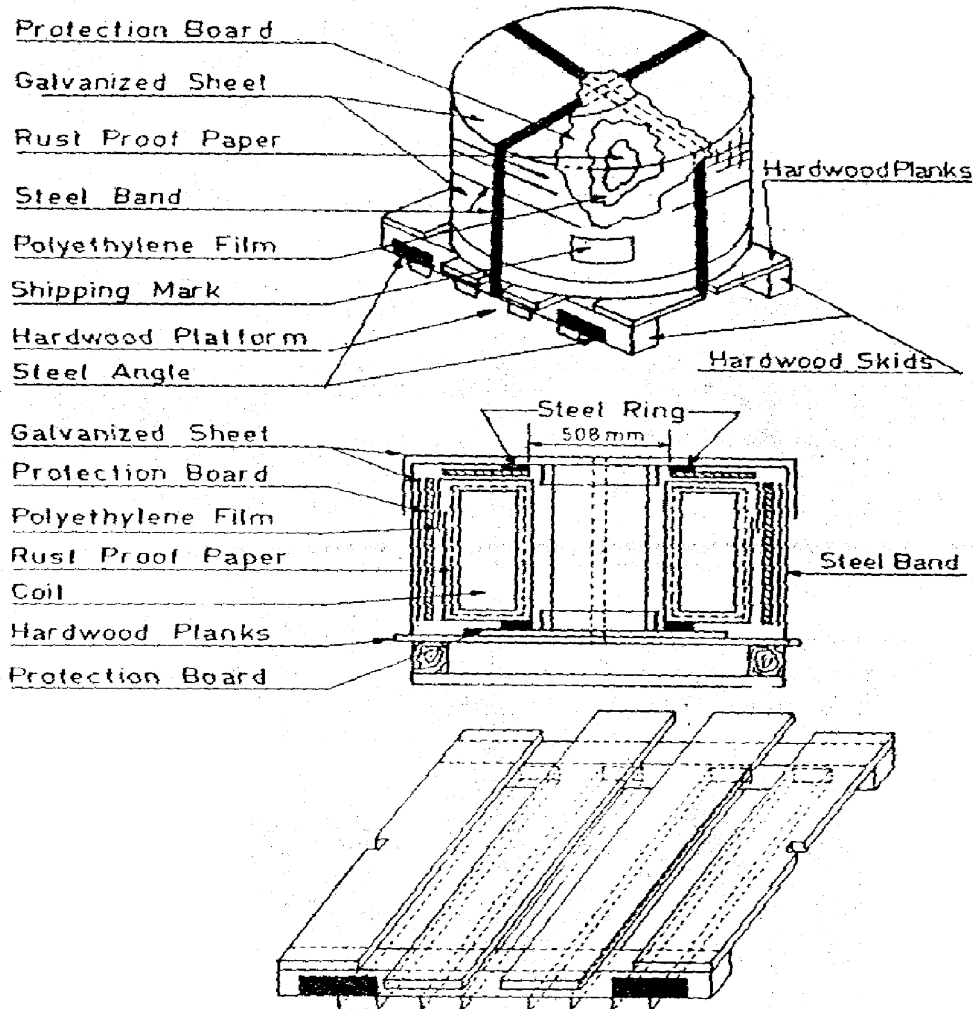
The material shall be supplied in coils of continuous strip. The nominal weight of each coil shall be 1800 - 2000 kg.

The nominal internal diameter of coil shall be 500 mm.

Sheet shall be protected to prevent damage and rusting during transit.

Sheet shall be vertically packed according to the instructions and drawings given below:

- a) An annular protection board shall be placed at either end of the coil.
- b) The coil should then be wrapped with waterproof anti-rust proof paper by lapping axially all around the circumference.
- c) The coil shall then be covered by polythylene sheet or anti-rust waterproof paper and the ends sealed properly.
- d) A galvanized sheet shall be wrapped on the outside of the coil and the top and bottom of the coils. Care shall be taken to ensure that the ends of the top and bottom of the coils extend sufficiently over the inside diameter of the coil.



- e) A galvanized sheet shall be wrapped on the inside of the coil. Care shall be taken that it overlaps sufficiently over the ends of the sheet mentioned in (d) above.
- f) Steel ring made from thick angle sheets shall be placed on the rim of the inner diameter at both ends of the coil. The rings shall be held at either ends at four points by steel bands.
- g) The coil should then be mounted on wooden skids held together by steel bands. Wooden skids must have cutouts to house the steel bands for tight fit and to avoid slippage.
- h) The packing shall ensure that there is no seepage of moisture and the coils reach BHEL in completely rust free condition. It shall be strong enough to withstand handling.
- i) Coils shall be sufficiently tight-wound to prevent collapse to an extent that would preclude their being mounted on a mandrel appropriate to the ordered internal diameter.
- j) Each package should indicate the , Sling Position, for lifting without damage. It is preferable to fix a suitable size of, 'Sheet Steel Angle', at the position where the Sling Rope is to be fitted to avoid slippage/damage/breakage of the wooden skid at four places.





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### 15.0 MARKING:

A metal label shall be securely attached to each bundle and shall bear the following information :

AA 101 15  
BHEL Order No,  
Supplier's Name and Identification No,  
Melt No,  
Size and Weight.

### 16.0 REFERRED STANDARDS (Latest Publications Including Amendments) :

- |              |               |                       |
|--------------|---------------|-----------------------|
| 1. IS : 513  | 2. IS : 1154  | 3. IS : 1501          |
| 4. IS : 1599 | 5. DIN : 1541 | 6. DIN : 1623, Part 1 |

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### GENERAL INFORMATION FOR CALCULATION (NOT TO FORM ACCEPTANCE CRITERION)

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Tensile strength	:	270 - 410 N/mm <sup>2</sup>
Yield strength	:	280 N/mm <sup>2</sup> , max.
Elongation on 5.65 $\sqrt{S_0}$ gauge length	:	23 percent, min.

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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.)	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: DEEPAK KUMAR  
Deptt: CMM-STEEL  
Address: BHEL BHOPAL  
Phone: (Landline/ Mobile)  
7552505420  
Email: DEEPAKKUMAR.R@BHEL.IN  
Fax: \_\_\_\_\_

(51)

**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.

 अतुल कुमार/ATUL KUMAR  
अभियंता (क्रय)/Engineer.(Purchase)  
For & On behalf of the Principal/CMM-Steel  
(Office Seal)  
बी.एच.ई.एल., भोपाल/B.H.E.L., BHOPAL

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

Place BHEL BHOPAL

Date 19.02.2024

Witness:

(Name & Address) CMM-STEEL  
BHEL-BHOPAL

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

दीपक कुमार/DEEPAK KUMAR  
उप प्रबंधक/Dy. Manager  
सामग्री प्रबंधन-स्टील/CMM-Steel  
बी.एच.ई.एल., भोपाल/B.H.E.L., BHOPAL

- 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 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.

- 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.



## 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 1.25mm TKX527mm wide CRCS coil as per specification AA10115 Rev 09 (E1433086) (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.

## Annexure-2

### 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)**