



Product: SEAMLESS STEEL TUBES (for BOILERS)

**Revision record:**

**Rev 08:** 21.09.04: UT as per BS EN 10246-7, in lieu of ASTM E 213

**Rev 09:** 31/12/05: Cl 5.0 - mention of shape and size of tensile test specimen on TC introduces

**Rev 10:** 29/12/07: Cl 1.0, 3.0, 6.0, 7.0, 11.0 and 12.0 modified.

**Rev 11:** 19/05/09: Cl 8.0 – Modified. Cl 9.0 – Marking details included in line with material specification.

**Rev 12:** 08/06/11: Cl 1.0- SA 213 T12, T92 and T23 removed from this TDC. Cl 2.0 Process of Manufacture – Clarified. Cl 9.0- Stenciling and colour coding modified. Cl 12.0- Modified.

**Rev 13:** 04/07/11: Cl 6.0: Modified, Cl 9.0 – Marking: Correction made in the “Details to be identified”

**Rev 14:** 26/10/12: Cl 2.0, 6.0 and 12.0 modified

**Rev 15:** 19/02/2016: TDC: 0:124 requirements merged in this TDC. And Cl 1 modified; Cl 2 modified to include polygonization requirements; Cl 4– heat treatment temperature added for Gr 91; Cl 5– lot size for mechanical tests defined & additional requirements of Gr 23, 91 & 92 added; Cl 6, 7, 9 – modified; Cl 10 –Preservation requirements modified; Cl 11 – modified; Cl 12-changed as per latest IBR including MAWP requirements.

**Rev 16:** 13/10/2017: Clause 1 & 12 modified to include raw material requirements and certification in IBR Form IV. Clause 5 (f) added to include creep requirements.

**Rev 17:** Dt: 20/04/2018 - Cl 2 added to include Billet/Bloom Requirements, Cl. 3 modified, Cl. 6(f) modified, Cl. 13.3 (k) added to include mill TC certification

**Rev 18:** Dt: 05/08/2019 – Cl 2 modified based on feedback from user departments, suppliers and internal discussions, Cl 5 modified, Cl 6 added to include shot peening requirements, subsequent clauses renumbered, Cl 7 (f) & Cl 9 modified, Cl 14.3 (l) & Cl 15 added.

## 1. MATERIALS

Specification: ASME (Latest as on the date of Enquiry/PO, whichever is earlier):

Carbon Steel (CS) : SA 192; SA 210 Gr. A1 & Gr. C

Alloy Steel (AS) : SA 209 Gr.T1, SA 213 Gr. T11, T12, T22, T23 (Code case: 2199), T91 and T92 (Code Case: 2179).

Stainless Steel (SS) : SA 213 TP 304H, 316, 321, 321H, 347H; UNS No: S30432 (Code Case: 2328, Super 304).

Additional Requirement : As listed below (Supplementary to above material specifications)

Size and Quantity : As per Purchase order

## 2. BILLET/BLOOM REQUIREMENTS:

The billets/blooms shall be fully killed.

*For carbon steel and alloy steel, billets/blooms shall be made by vacuum degassing. For Stainless steel, billets/blooms shall be made by vacuum degassing or argon oxygen decarburization (AOD).*

Ladle analysis is required for all steels. Chemistry shall be controlled as given below for below specified grades. For all other grades, it shall be as per applicable material specifications:


- i. Carbon Steel: Max. Carbon: SA 210 Gr.A1: 0.25%, SA 210 Gr.C: 0.30%
- ii. For SA 213 T12: Aluminum: 0.025% max; Silicon: 0.20%min. on product analysis and the values shall be reported in the test certificate.
- iii. Stainless Steel (SS): Boron: 0.01% max., Vanadium: 0.10% max.

The billet/bloom shall conform to the chemical and process requirements of respective tube specifications. The billet/bloom shall be sourced from IBR well known steel makers or with inspection and certification by IBR authorized Inspecting Authority in case the mill is not approved by IBR. Mill test certificate shall be submitted to BHEL.

## 3. CHEMICAL COMPOSITION AND PROCESS OF MANUFACTURE OF TUBES

a) **Carbon Steel & Alloy Steel:** Tubes shall be seamless and made by processes specified below:

1. All tubes shall be cold formed in case of “t/D” ratios > 0.15, where “t” is the specified nominal wall thickness and “D” is the specified nominal OD of the tube.

	<b>BHEL – Tiruchirappalli - 620014, India.</b> <b>Quality Assurance Department</b> <b>TECHNICAL DELIVERY CONDITIONS</b>	DOC No: <b>TDC:0:102</b> Rev: 18 Effective Date: 05/08/2019 Page: 2 of 6
	<b>Product: SEAMLESS STEEL TUBES (for BOILERS)</b>	

2. Tubes may be cold formed or hot formed in case of “t/D” ratios upto and including 0.15.
3. The degree of polygonization (P), measured as indicated in Fig.1 & calculated using the below formula, shall not exceed 15% in both the above cases:

$$P = \{[\sum S_B - \sum S_A] / [0.135*(3D - \sum S_A)]\} * 100$$

where, P is the degree of polygonization in %

D is the specified nominal OD of the tube

$\sum S_B$  is the sum of maximum tube wall thicknesses measured at 6 locations 60 degrees apart and

$\sum S_A$  is the sum of minimum tube wall thicknesses measured at 6 locations 60 degrees apart.

Wall thickness shall be measured using profile projector/shadowgraph/digital scanner/any other suitable instrument meant for this purpose.

Definition of the measure points:

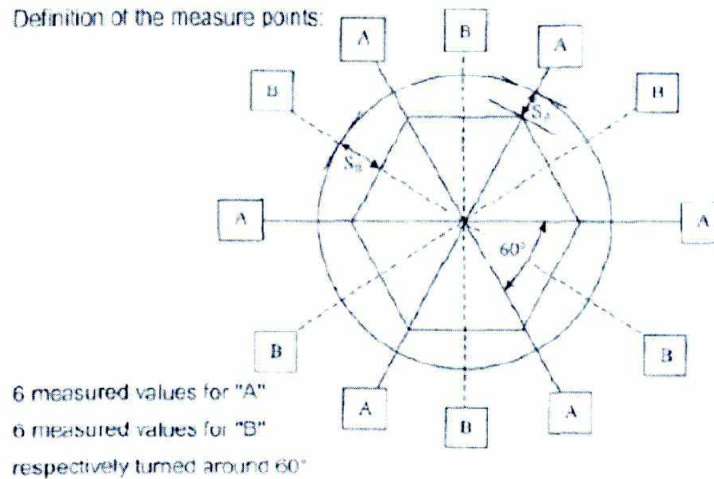


Fig. 1

**Stainless Steel:** Tubes shall be seamless and cold finished. All raw materials used in steel making including incoming scrap shall be checked by supplier to ensure freedom from radioactivity (Applicable for SS materials only).

b) **Product analysis** on tubes is required for all steels. Chemistry shall be controlled as per applicable material specifications and the elements including carbon for carbon steel, Aluminium (for T12), Boron & Vanadium (for Stainless steel) as indicated in Clause 2 shall also be reported in the product analysis.

#### 4. DIMENSIONAL TOLERANCES

- a) For Cold finished tubes: CS: as per SA 450; for AS & SS shall be as per SA 1016.  
Tolerance on thickness shall be: For OD ≤ 38.1 mm: -0% to +20% and For OD > 38.1 mm: -0% to +22%
- b) For hot finished tubes the tolerance shall be as follows:
  - For Outside Diameter: ± 0.4mm.
  - For Thickness:
    - 0% to +22% t > 4.5 mm
    - 0% to +24% t between 3.6 and 4.5 mm (both inclusive)
    - 0% to +28% t < 3.6mm

#### 5. HEAT TREATMENT

**CS Hot finished:** No Heat Treatment required.

**CS Cold finished:** Subcritical annealed (temperature ≥ 650°C), fully annealed or normalized.

**AS:** Normalized and Tempered. For SA213 T91 & T92: Normalizing: 1050-1080°C & Tempering: 750-780°C.  
For SA213 T23: Normalizing: 1050-1080°C & Tempering: 750-775°C.



(The total thickness of the decarburized material (Both on ID & OD of the tube together) shall be measured once per Heat treatment lot. The measurement shall be determined from a representative sample that has been sectioned, polished, etched and examined at 100X. The total decarburization thickness shall not exceed 7% of the specified minimum wall thickness and shall be reported in the test certificate.)

SS: Solution Annealed condition as per material specification.

**6. INSIDE SHOT PEENING FOR ALL STAINLESS STEEL TUBES OF SA213 TP347H and SA213 UNS No: S30432 (Code Case: 2328, Super 304):**

**6.1 Shot peening shall be carried out inside the stainless steel tubes after solution annealing, unless specified otherwise in Enquiry/Purchase order**

**6.2 Qualification:**

- a) *The qualification for tube inside shot peening shall be performed according to the below described test steps. The range of qualification covers tube internal diameters (Di) in the range of  $Di \pm 2\text{mm}$  as well as the specific material grade and qualifies the shot peening process based on the used machine settings (peening parameters). Stainless Steel shots shall be used.*
- b) *Qualification evaluations (hardness test and microstructure) shall be performed on at least one (1) sample tube, with evaluations at sections cut from the beginning, middle and end of the tube.*
  - i) *Metallographic examination for proof of thickness of cold worked microstructure across the entire tube circumference and a minimum depth of 70  $\mu\text{m}$  from the inner surface shall be carried out and documentation of representative shot peened conditions at 500X magnification shall be submitted.*
  - ii) *Hardness test shall be carried out at a distance of 40  $\mu\text{m}$  from the inner surface at quarter points ( $4 \times 90^\circ$ ) spread around the tube circumference. Acceptance criteria: hardness values of the shot peened zone shall be a minimum of 100 HV0.1 above the average hardness of the unaffected base material (2mm from outer surface).*
  - iii) *Almen strips representing acceptable shot peening conditions shall be produced during the qualification.*

*General requirements- Almen testing shall be in conformance with SAE J442 – Almen testing reading tolerances shall be in conformance with SAE AMS 2430 § 3.7.*

*For SS tube shot peening, where SS shots shall be used, C type Almen strip in conformance with SAE AMS 2431/4C shall be used.*

**6.3 In-process tests – Quantum of test shall be one test per heat no. and tube internal diameter**

- i) *Hardness test shall be executed in accordance with the prior performed qualification at the beginning or end of tube {see point 6.1 (b) (ii)}.*
- ii) *The Almen test (alternative test instead of the hardness test) shall be executed in accordance with the previously performed qualification {see point 6.1 (b) (iii)}. Almen test readings shall not be lower than the established "Minimum" shot peening intensity.*

**6.4 Marking & Certification:**

- a) *After shot peening treatment, all tubes shall be marked with the letters "SP" for "shot peened".*
- b) *Certification for Shot peening shall be done in Material Test Certificate (MTC).*
- c) *Results of qualification shall be submitted as one time exercise for each internal diameter and material grade which shall include Almen test, Metallographic examination and Hardness test.*
- d) *Results of In-process tests shall also be submitted for each heat and tube internal diameter.*



## 7. MECHANICAL TESTS


- a) As per specification. Quantum of test: As per specification – For each nominal size per heat per heat treatment batch (Minimum 2 tubes for first 100 tubes and 1 per 100 or part thereof for tubes over 100 numbers, as per IBR).
- b) Tension test required for SA 192. **Acceptance:** explanatory note in Specification. Hardness for SA 192: 120 HBW (max).
- c) For tension tests the shape and size of the specimen shall be mentioned on the Test Certificate (viz., Full tube tensile or strip tensile or round tensile).
- d) Additionally, the material supplied shall meet the requirements as below:  
**T91**-Tensile strength: Min: 630MPa, Max: 850MPa; Yield Strength: Min: 450MPa; Hardness (HBW): Min: 195/Max: 250  
**T92**-Tensile strength: Min: 620 MPa, Max: 850 MPa; Hardness (HBW): Min: 190 / Max:250  
**T23**-Tensile strength: Min: 510 MPa, Max: 730 MPa; Hardness (HBW): Min: 150 / Max:220
- e) **Charpy Impact V-Notch Test at the mill as per SA 370 for SA 213 T23:**
- **Impact testing frequency** - minimum of two tubes per each heat treatment lot produced.
  - **V-Notch Impact test procedure & specimen size as per ASME SA 370.**
  - **Test temperature:** 20°C.
  - **Acceptance:** All specimens shall absorb energies at or above 40 ft-lb (55Joules) for a full size specimen (10mm thickness). The energy requirement is proportionally reduced for sub-size specimens as specified in ASME SA 370, Table 9.
  - The fracture surfaces on all specimens must exhibit 100% ductile appearance regardless of the absorbed energy values obtained.
  - Any specimen exhibiting an absorbed energy less than 40 ft-lb (55Joules) or less than 100% ductile behavior shall constitute permanent rejection of the entire lot of tubing.
- f) Creep testing shall be carried *for all alloy steel and stainless steel tubes* out as per SIP:RM:01 (latest revision).

## 8. NON DESTRUCTIVE TEST (In-house Automated Online Testing Only)

- a) Each tube shall be examined full section over its entire length.  
**Ultrasonic Testing:** For thickness  $\geq 3.6$  mm to be conducted as per ASTM E213. Calibration: 2 axial 50mm long notches, one in outer surface and the other in inside surface. For OD <30 mm, one notch in outer surface only. Notch depth: 5% of wall thickness (Min. 0.3 mm, Max: 1.5 mm). Scanning: clockwise & anti-clockwise.  
**Eddy current Test:** For thickness < 3.6mm, as per ASTM E309 /E426 as applicable, Calibration: Longitudinal notch depth: 5% of wall thickness (Min. of 0.3 mm) or drilled hole as per SA 106.
- b) SS: Finished tubes shall be checked for radioactive contamination and reported. Survey meter shall be used to measure at 5cm near the surface. **Acceptance limits:** Shall be less than 0.1 milli Rontgen (mR) per hour or 1 micro Sievert per hour.
- c) The residual magnetism in all finished tubes, measured with field indicator, shall be limited to 5 gauss maximum.

## 9. HYDROSTATIC TEST

Extent of test: On all tubes of thickness < 3.6 mm. **Hydrostatic pressure for all grades shall be calculated** as per SA 450 Cl 23.3 with S=80% of specified min. yield strength at room temperature. For others if specified in Purchase Order. **Acceptance:** No leak shall be permitted.

	<b>BHEL – Tiruchirappalli - 620014, India.</b> <b>Quality Assurance Department</b> <b>TECHNICAL DELIVERY CONDITIONS</b>	DOC No: <b>TDC:0:102 Rev: 18</b> Effective Date: <b>05/08/2019</b> Page: <b>5 of 6</b>
<b>Product: SEAMLESS STEEL TUBES (for BOILERS)</b>		

## 10. FINISH AND REPAIR

Inside and outside surfaces are shall be free from scales and defects like laps, seams, folds, cracks, pitting etc. Repairs by welding are prohibited. Surface defects can be removed mechanically, ensuring smooth curved surface and maintaining specified minimum thickness without affecting the workmanlike finish.

## 11. MARKING: (in English only)

- a) **Details to be identified:** Tubes shall be marked repeatedly & continuously along its entire length with the following details as indicated below:  
(1) PO Number, (2) Maker's emblem/code, (3) Specification & grade, (4) Code case (if applicable) (5) Heat number, (6) Size (OD x Thickness x Length, in mm), (7) No. of tubes, (8) Inspector's seal, (9) Condition: Hot finished or Cold Finished, (10) Tube Minimum Wall Thickness Designation (For SA 213 Spec only).
- Below OD 31.8mm. (Excl.) – SI Nos:1 to 10 to be stamped on metal/plastic tag attached to bundle.
  - OD 31.8-76.1mm. (Incl.) - SI Nos: 1 to 6, 9 and 10 to be paint stenciled, repeatedly through the entire length of each tube. Also SI.No:1 to 10 to be stamped on Metal/Plastic tag attached to bundle.
  - OD>76.1 mm- SI Nos: 2 to 6 & 8 to be hard stamped with round edge stamp at 100mm from both ends and SI No:1 to 6, 9 and 10 to be paint stenciled on each tube.
- b) **Colour Coding:** Continuous longitudinal colour coding shall be done on the entire length of all tubes, without masking stenciling. If more than one color is to be applied on the tubes then, colour bands shall be adjacent. Colour coding scheme as per Procedure SIP: PP: 21 (latest).

## 12. PRESERVATION:

All tubes, except SS, shall have Rust Preventive Fluid (RPF) coating on the external surface as follows: The Tubes shall be coated with suitable RPF with minimum DFT of 50 microns. RPF coated steel surfaces shall be capable of withstanding salt spray corrosion test for minimum 1000 hours. The RPF coating should be sea worthy, ensuring freedom from corrosion when transported through sea voyage. The RPF coating shall get dried and shall be a transparent coating, so that it is possible to see the tube surface clearly as well as read any stenciled matter on tube surface. The inside surface of the tube shall be protected with volatile corrosive rust inhibitor. Rust preventive coating shall withstand at least one year storage at open yard from receipt of materials. The supplier shall stand guarantee for this. SS tubes to be surface treated as per ASTM A380 both inside and outside. Tube ends shall be closed with push type plastic end caps/plugs secured tightly to avoid entry of water during transportation and storage.

## 13. PACKING:

Tubes of thickness  $\leq 2.5$ mm, shall be packed in boxes and others in bundles. Tubes of thickness  $\geq 6.5$  mm and OD  $\geq 88.9$  can be shipped loose. Bundles to be  $\leq 4$  tons of equal no. of tubes, fastened with galvanized strap (1x25mm.min.) or annealed wire for CS & AS and by Nylon strap for SS at both ends & at 1m interval in between. Wooden pallets/cardboard to cover tubes are not permitted.

## 14. INSPECTION AND CERTIFICATION:

14.1 Products shall be inspected at works and the applicable IBR Form must be Countersigned by the Inspecting Authority as indicated below:

**Imported Items:** Inspecting Authority approved by IBR for the Country of origin (To be concurred by BHEL before placing PO.)

**Indigenously Supply:** Director of Boilers/Chief Inspector of Boilers/Inspecting Authority approved by IBR, for the respective state.

14.2 Certification in IBR Form III-B for finished tubes from “IBR-Well Known Tube Maker” or “Inspecting Authority”, as applicable, shall be submitted to BHEL.

Also, certification in IBR Form IV for the raw material signed by “IBR-Well Known Steel Maker” or “Inspecting Authority”, as applicable, shall be submitted to BHEL.

Refer to BHEL Engineering Drawing: 4-03-000-00061 (Latest Rev) for MAWP values for various material grades & sizes at various temperatures.




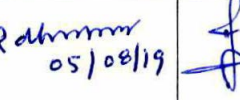
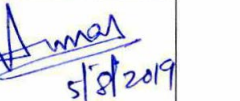
14.3 **Additionally, Manufacturer’s Test certificate(MTC)** (ORIGINAL in ENGLISH) with following details shall be submitted to BHEL:

- Purchase Order No. (BHEL), TDC No and its Rev No, Test certificate No., Size and Quantity-Melt wise.
- Specification and Grade with year of code, Code case number (if applicable), Heat Number, Steel & Tube making process, chemistry including incidental elements-Ladle and product Analysis.
- Heat Treatment details with actual temperature and soaking time
- Mechanical test results
- Detailed NDE report with reference norms, acceptance standards and test results.
- Grain size, as applicable.
- Decarburization layer thickness
- Certification for compliance to residual magnetism
- Certification for minimum DFT of rust preventive coating
- Creep test report for minimum of 1,000 hours as per Cl. 5(f) (only for IBR applications).
- Mill test certificate of the raw material (billets/blooms) as per Cl. 2.
- Certification for Shot peening, as applicable. Also, results of Almen test, metallographic examination and hardness shall be reported along with acceptance norms on shot peened SS tubes as per Cl 6.4.*

**In the MTC a clause for Certificate of Compliance** (as per SA 1016) shall be added stating that: All materials/components supplied to Purchase Order meet all requirements contained in the PO, this Technical delivery conditions and applicable ASME specifications.

14.4 For SS: Measured Radioactivity levels shall be reported in the Mill Test Certificate and shall be submitted to BHEL.

*15. End use: These tubes are meant for use in subcritical and supercritical Boilers. These tubes shall be capable of undergoing forming, bending and welding operations necessary for the application without developing defects.*

 05/08/2019	 05/08/2019	 5/8/19	 05/08/19	 5/8/2019
Abdur Rahman	M. Nadeakumar	S. Anand Kumar	R. Dharmar	JVV Aruna Kumar
Sr. Engr/QA	AGM/MM	SDGM/PE/FB	AGM/QC	SDGM/QA
<b>Prepared By</b>	<b>Reviewed by</b>			<b>Approved By</b>

## Annexure C

### VENDOR DETAILS

SL NO	DESCRIPTION	To be filled by bidder
1	VENDOR NAME	
2	QUOTATION REFERENCE	
3	QUOTATION DATE	
4	TELE, MOBILE NO	
5	FIRM MAIL ID	
6	CONTACT PERSON	
7	OFFICE ADDRESS	
8	ORDER TO BE PLACED ON	
9	COUNTRY OF ORIGIN	
10	PORT OF LOADING	
11	PORT OF DISCHARGE	

Vendor Seal & Sign

## **LIST OF DOCS TO SUBMIT**

Please submit the following Tender Documents, accepted and signed by authorised person of the Company.

<b>SI No.</b>	<b>Document details</b>
1	TDC 102 Rev 18
2	PQR- Ref: MM: Pur: Tubes: Rev 03
3	Non-Disclosure Agreement
4	Pre-Signed Integrity Pact.
5	SIPPP21_07 Colour Codes
6	Supplier facility report format.
7	Annexure to PQR- BHEL approved Mother hollow source
8	Annexure-C-Vendor-details
9	SIPRM01 Rev 01
10	Additional tender conditions

**LIST OF TENDERED ITEMS**

<b>Item Number</b>	<b>Item Title</b>	<b>Quantity</b>	<b>UOM</b>
1	TUBE OD 14 X 1.65 X 6500mm - SA213TP304H	6500	Meter
2	TUBE OD 47.63 X 4 X 10000mm - SA213TP347H	300	Meter
3	TUBE OD 54 X 4 X 10000mm - SA213TP347H	1100	Meter
4	TUBE OD 31.8 X 7.2 X 6000mm-SA213TP347H	1200	Meter
5	TUBE OD 44.5 X 5.6 x 10000mm - SA213TP347H	1200	Meter
6	TUBE OD 12 X 2 X 10000mm - SA213TP347H	1000	Meter
7	TUBE OD 47.63 x 6.3 x 10000mm-SA213TP347H	1200	Meter
8	TUBE OD 51 x 7.1 x 10000mm-SA213TP347H	450	Meter
9	TUBE OD 44.5 X 4 X 10000mm-SA213TP347H	450	Meter
10	TUBE OD 76.2 x 4.57 x 10000mm- SA213TP347H	200	Meter
11	TUBE OD 51 X 5.6 X 10000mm - SA213TP347H	50	Meter
12	TUBE OD 44.50 X 5.00 X10000mm- SA213TP347H	120	Meter
13	TUBE OD 47.63 X 8.6 X 10000mm -SA213TP347H	70	Meter
14	TUBE OD 21.3 X 2.9 X 6500mm- SA213TP347H	325	Meter
15	TUBE OD 60.30 X 4.0 X 10000mm -SA213TP347H	100	Meter



BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI - 620 014, INDIA

### QUALITY ASSURANCE

## CREEP TESTING (STRESS RUPTURE) REQUIREMENTS AS PER IBR

Prepared by

Quality Assurance

  
03/09/2018

Abdur Rahman Sultan

Reviewed by	Signature
Product Engineering – Fossil Boilers (S.ANAND KUMAR)	31/18
Quality Assurance (G.PANNEERSELVAM)	03/09/18
Approved by	Signature
AGM/QA& BE (AMIT ROY)	03/09/18

### RECORD OF REVISIONS

Rev. No.	DATE	Clause No.	Details of Revision
00	20/11/2017	---	Fresh issue
01	03/09/2018	1.0	Scope modified to bring more clarity
		2.0	Cl. 2 modified to bring creep requirements for all suppliers, additional labs are listed and Table 2 modified inline with the changes proposed in the new IBR draft.

## 1.0 SCOPE

- a) Creep testing is required as per IBR for all alloy & stainless steels materials *which are to be used in furnace or in super heater zone of boilers being erected in India.*  
*Hence, for our current boiler design, creep testing is required for tubes & forged finned elbows only.*
- b) *If the creep properties are established either by the mill on the starting raw material or by supplier on the finished product, then creep test reports shall meet the requirements of Clause 2.*
- c) *If the starting material is sourced from any mill which has not established creep properties, then creep testing shall be done as per Clause 2 on the product. If the Test results are meeting the requirements, then it can be treated as an approval of the creep values for the Mill which has supplied the starting material.*

## 2.0 CREEP TESTING REQUIREMENTS

Creep testing shall be done in line with the following:

For the starting raw material (Ingot, billet, bloom, etc.), supplier/s shall produce the Creep (stress rupture) test report for each material grade being supplied by them as per the Table 1 given below:

**Table 1. Creep Stress rupture testing Requirements**

Sl. No	Steel Type and Grade	Testing hours – min. (hrs.)	Testing Temperature (°C)	Stress Value (MPa)	No. of tests & Specimen Size
1	Alloy Steels (AS) – Grade 11, 12 and Grade 22	1000	550	100	Two no. of tests with preferably M10 round sample
2	Alloy Steels (AS) – Grade 91, 92 and 23	1000	600	120	Two no. of tests with preferably M10 round sample
3	All Stainless Steels (SS) grades	1000	600	110	Two no. of tests with preferably M10 round sample

- a) *For steels produced indigenously, creep testing shall be carried out at National Metallurgical Laboratory, Jamshedpur, Corporate Research & Development Laboratory of Bharat Heavy Electricals Limited, Hyderabad, Well Known Steel Makers or any other Material Testing Laboratory recognized by the Central Boilers Board.*
- b) *For steels produced outside India, creep testing shall be carried out at Well Known Steel Makers, Nationally recognized / accredited testing laboratory in the country of manufacture. Alternatively, the testing can also be done in any other laboratory if the tests are witnessed by a Competent Person working with IBR Authorized Inspection Agencies.*
- c) Creep testing shall be done as per ASTM E139 (latest) or BS EN ISO 204 (latest).
- d) *Two Test specimens shall be prepared from the test bar.*
- e) **Acceptance Criteria:** The samples tested shall not rupture and shall meet the *creep requirements at 1,000 hours of testing at indicated temperatures & stress values as per Table 1.*
- f) Reporting: As per Table 2.

Table 2. Suggested/Recommended Format for Reporting the Creep Testing Data:

SI No	Description	Details/Results
1	Report No. <span style="float: right;">Date:</span>	
2	Name and Address of the <i>Tube/ Forged Finned Elbow</i> Manufacturer	
3	Name and Address of the Raw Material Supplier	
4	Material Specification & Grade (Code Case, if applicable)	
5	Heat/Melt No, SI No (if applicable)	
6	Heat treatment details (Type & Temperature)	
7	Name and Address of Testing Laboratory	
8	Testing method/ Standard (ASTM E139 or BS EN ISO 204) & Revision/Edition	
9	Test Sample Size	
10	No. of test samples	
11	Temperature at which test is conducted ( $^{\circ}\text{C}$ )	
12	Stress value observed (MPa)	
13	Test Start Date & Time	
14	Test End/Reporting Date & Time	
15	Test duration (hours of creep testing)	
16	Test witnessed by (Name of Inspector & Agency)	
17	Test Result (Accepted/Not Accepted)	

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPALLI 620 014**

**QUALITY ASSURANCE**

SIP: PP: 21 Rev. 07

Page 1 of 4

**COLOUR CODES FOR TUBES AND PIPES  
(FOR BOILERS, PRESSURE VESSELS & HEAT EXCHANGERS)**

REVISION	DATE	PREPARED	REVIEWED	APPROVED
01	05-02-1999	R. Sasikumar	A. R. Reddy	K. Rengachari
02	22-07-2004	K. Ganesan	U. Revisankaran	C. R. Raju
03	20-01-2009	V. Kalyanaraman	S. Selvarajan	U. Revisankaran
04	13-05-2011	C. Haritha	V. Kalyanaraman	S. Selvarajan
05	27-05-2015	Vaibhav Saxena	S. Selvarajan	U. Revisankaran
06	28-10-2015	Vaibhav Saxena	Manu Shankar. H	S. Selvarajan
07	21-12-2016	<i>Saxena</i> 21-12-2016 Vaibhav Saxena	<i>S. Selvarajan</i> 21/12/16 S. Selvarajan	<i>Revisankaran</i> 21/12/16 U. Revisankaran

### RECORD OF REVISIONS

Rev. No	Clause No.	Details of Revision	Remarks
01		New Specifications included based on TDC revision.	--
02		Amendment A1 dt. 26.04.01 issued for Rev. 01 incorporated. Colour code for SA 213 Gr. T23 added.	--
03		1) Colour code for SA 213 Gr. T92, P23, P92, SA178 Gr. D added. 2) Colour code for SA 210 Gr. C modified to BLUE only.(From BLUE & GREEN)	--
04		Colour code for super 304H added	--
05		1) First para modified for clarity for colour codes containing more than one colours. 2) UNS number for Super 304H added.	--
06		Colour code for super 304H corrected in line with Revision 04.	--
07		1) First paragraph modified to include Instructions for sequence for colour code bands. 2) Sl. No. column added in table. 3) Colour code for SA 312 Gr. TP 304H added.	--

---

Following Colour codes are to be applied as longitudinal bands (if not specified in other documents) on tubes & pipes to identify them to specification during receipt, storage, issue and processing. For heat exchanger tubes circumferential colour code can be provided at both ends of tubes (300 mm away from end). If the Colour code contains more than one Colour then bands of Colours shall be applied adjacent to each other without any overlap. ***In case of multiple colour bands, the sequence shall be maintained as indicated in the table.***

Sl. No.	Specification	Colour 1	Colour 2	Colour 3
1.	12 X 1 MØ	RED	YELLOW	
2.	13 Cr Mo 44	ALUMINIUM	BLACK	
3.	A 200 Gr. T5	ALUMINIUM	RED	YELLOW
4.	A 200 Gr. T9	ALUMINIUM	GREEN	YELLOW
5.	AISI 602	WHITE	YELLOW	
6.	API 5L Gr. B	ALUMINIUM		
7.	BS 3059 PART2 CDS/HFS 360	ALUMINIUM	BLACK	BROWN
8.	BS 3059 P2 S2 440	ALUMINIUM	BLACK	RED
9.	BS 3059 P2 S2 622 Gr. 490	ALUMINIUM	BLACK	GREEN
10.	BS 3602 PART1 CDS 360	ALUMINIUM	BLACK	BLUE
11.	NFA49-213 42C	ALUMINIUM	BLUE	BROWN
12.	NFA49-213 TU 10CD9.10	ALUMINIUM	BLUE	RED
13.	NFA49-213 TU 15CD2.05	ALUMINIUM	BLUE	GREEN
14.	NFA49-213 TU Z10CD9	ALUMINIUM	BLUE	YELLOW
15.	NFA49-213 TU Z10CDVNB09.01	ALUMINIUM	GREEN	RED
16.	SA 106 Gr. B	RED		
17.	SA 106 Gr. C	BLUE		
18.	SA 178 Gr. D	ORANGE		
19.	SA 179	BLACK	BLUE	GREEN
20.	SA 192	WHITE		
21.	SA 199 T5	BLUE	BROWN	RED
22.	SA 209 Gr. T1	ALUMINIUM	RED	
23.	SA 210 Gr. A1	YELLOW		
24.	SA 210 Gr. C	BLUE		
25.	SA 213 Gr. T11	ALUMINIUM	YELLOW	
26.	SA 213 Gr. T12	BROWN	YELLOW	
27.	SA 213 Gr. T2	BROWN	GREEN	
28.	SA 213 Gr. T22	GREEN	RED	
29.	SA 213 Gr. T23	RED	WHITE	
30.	SA 213 Gr. T5	BLACK	BROWN	GREEN
31.	SA 213 Gr. T9	BROWN	WHITE	
32.	SA 213 Gr. T91	GREEN	YELLOW	
33.	SA 213 Gr. T92	BROWN	BLUE	
34.	SA 213 Gr. TP 304	BLUE	GREEN	YELLOW
35.	SA 213 Gr. TP 304H	BLACK	BLUE	YELLOW
36.	SA 213 Gr. TP 304L	BLUE	WHITE	YELLOW
37.	SA 213 Gr. TP 309H	BLACK	BROWN	YELLOW
38.	SA 213 Gr. TP 316	BROWN		
39.	SA 213 Gr. TP 316 Ti	BLACK	BLUE	
40.	SA 213 Gr. TP 316L	BLUE	BROWN	YELLOW
41.	SA 213 Gr. TP 321	BLUE	WHITE	
42.	SA 213 Gr. TP 321H	BLACK	WHITE	
43.	SA 213 Gr. TP 347H	BLACK	YELLOW	

Sl. No.	Specification	Colour 1	Colour 2	Colour 3
44.	SA 268 Gr. TP 405	ALUMINIUM	GREEN	
45.	SA 268 Gr. TP 410	BROWN	RED	YELLOW
46.	SA 268 Gr. TP 443	BLUE	GREEN	WHITE
47.	SA 269 TP 316	GREEN	RED	YELLOW
48.	SA 312 Gr. TP 304	BLUE	YELLOW	
49.	SA 312 Gr. TP 304L	BLUE	RED	YELLOW
50.	<b>SA 312 Gr. TP 304H</b>	<b>BLACK</b>	<b>BLUE</b>	<b>YELLOW</b>
51.	SA 312 Gr. TP 316	BLACK	GREEN	
52.	SA 312 Gr. TP 316L	BLACK	BLUE	BROWN
53.	SA 312 Gr. TP 321	BLUE	BROWN	
54.	SA 312 Gr. TP 347	BLUE	RED	WHITE
55.	SA 333 Gr. 1	BLACK	BROWN	RED
56.	SA 333 Gr. 3	BLACK	GREEN	RED
57.	SA 333 Gr. 6	BLUE	GREEN	RED
58.	SA 334 Gr. 1	BROWN	GREEN	RED
59.	SA 334 Gr. 3	BLACK	RED	YELLOW
60.	SA 334 Gr. 6	BLACK	BLUE	RED
61.	SA 335 Gr. P1	BROWN	GREEN	YELLOW
62.	SA 335 Gr. P11	GREEN	WHITE	
63.	SA 335 Gr. P12	BLACK	RED	
64.	SA 335 Gr. P2	BLUE	BROWN	GREEN
65.	SA 335 Gr. P22	BLUE	RED	
66.	SA 335 Gr. P23	RED	WHITE	
67.	SA 335 Gr. P5	BLACK	BROWN	
68.	SA 335 Gr. P9	ALUMINIUM	BROWN	
69.	SA 335 Gr. P91	BROWN	RED	
70.	SA 335 Gr. P92	BROWN	BLUE	
71.	SB 163 Inconel	BLACK	GREEN	YELLOW
72.	ST 35.4	ALUMINIUM	BLUE	
73.	Steel 20	GREEN		
74.	Structural Tubes & Pipes	BLUE	BROWN	WHITE
75.	X20 Cr Mo V 121	BLACK		
76.	SA 213 UNS S30432( Super 304)	BLACK	RED	GREEN

@@@@@@@@@@

**ADDITIONAL TECHNICAL CONDITIONS TO TENDER**

Please note that shot peening is not applicable to any of the sizes in this tender.

**BHASKAR NATH  
BISWAS**

Digitally signed by BHASKAR  
NATH BISWAS

Date: 2022.03.29 12:24:06 +05'30'

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

**Ref: MM: Pur:Tubes:Rev 03**

**Dt:01.03.2021**

**Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Tubes through Open Tender (As per TDC: 102 Rev 18)**

**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. (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.

**B) Technical Competence:**

1. Point by point confirmation to the TDC requirements is mandatory for consideration of offer and signed TDC shall be submitted.

*Akhil*  
01/03/2021  
**AKHIL. K. DAS**  
Sr. Engineer  
Materials Management / **MM**  
BHEL, TRICHY - 620 014.

*Shyamaladevi S*  
01/03/2021  
**SHYAMALADEVI S**  
Deputy Manager  
Quality Assurance  
BHEL, TRICHY - 620 014

**Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Tubes through Open Tender (As per TDC: 102 Rev 18)**

2. Suppliers shall submit manufacturing process flow chart from Raw material (Billets or Blooms) to finished product 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): Either in SA213TP347H or SUPER 304 (UNS No. S30432).
  - g. For Stainless Steel Tubes (SUPER 304 - UNS No. S30432): In respective grade SUPER 304 (UNS No. S30432)
  - h. For other Stainless Steel Tubes: Either in SA213TP304H, SA213TP316, SA213TP321, SA213TP321H 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.

**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.**

*Akhil*  
01/03/2021  
**AKHIL. K. DAS**  
Sr. Engineer  
Materials Management / ~~Q~~  
BHEL, TRICHY - 620 014.

*Shyamaladevi*  
01/03/2021  
**SHYAMALADEVI .S**  
Deputy Manager  
Quality Assurance  
BHEL, TRICHY - 620 014

<b>ANNEXURE TO PQR- SUPPLIER LIST FOR STAINLESS STEEL MOTHER HOLLOWES</b>	
<b>SUPPLIER</b>	<b>SIZE RANGE</b>
SUMITOMO CORPORATION (NSSMC), JAPAN	OD > 15.9, WT > 1.4
TUBACEX TUBOS INOXIDABLES, S.A, INDIA	FULL RANGE
ZHEJIANG JIULI HI-TECH METALS Co. LTD, CHINA	OD> 6, WT >0.5
IL SHIN STEEL INTERNATIONAL CO., SOUTH KOREA	FULL RANGE
JIANGSU WUJIN STAINLESS STEEL PIPE CO LTD, CHINA	OD> 6, WT >0.5
SALZGITTER MANESSMANN STAINLESS, ITALY	OD>6; WT>1
CHANDAN STEEL LIMITED	MAX OD 63.5MM AND MAX WT 7.11MM
HUADI STEEL GROUP CO. LTD	FULL RANGE
WELSPUN SPECIALTY SOLUTIONS LIMITED	FOR GRADES TP304L, TP304, TP316L & TP316- MAX. OD OF 50.00 MM & MAX. THK. OF 4.55 MM. FOR GRADES OF TP347H MAX. OD OF 19.05 MM AND MAX. THK. OF 1.65 MM
MAXIM TUBES COMPANY PVT. LTD.	OD 14 MM TO 63 MM AND THK 2.9 MM TO 13 MM

**BHASKARN**  
**ATH BISWAS**

Digitally signed by  
BHASKARNATH BISWAS  
Date: 2021.10.07  
14:27:04 +05'30'

### Technical: Seamless Tubes & Pipes Suppliers ( Carbon / Alloy / Stainless Steel ) Supplier Facility Report

1. Name of the Company

2. Address of the Registered Office  
( Telephone, E-Mail, Fax )

3. Factory Location and Address  
( Telephone, E-Mail, Fax )

4. Installed Capacity ( Tonnes / Year )

4.1) Carbon Steel

a) SA 192

b) SA 210 Gr. A1, C

c) SA 106 Gr. B, C

d) Riffled Tube / SA 210 Gr. C

4.2) Alloy Steel

a) SA 335 P11, P12, P22

b) SA 213 T11, T22

c) SA 335 P91, SA 213 T91

d) SA 335 P23, P92

e) SA 213 T23, T92

f) Riffled Tube /

SA 213 T12, T22, T23

4.3) Stainless Steel

a) SA 213 TP 304H

b) SA 213 TP 347H

c) SA TP 347HFG

d) Super 304H

5. Are you making your own steel ( Bloom ) for making Tubes / Pipes ? YES  NO

6. If yes, for Sl. No. 5

a) Type of Furnace

b) Capacity of furnaces  
( Metric Tonnes / Melt )

c) Facility for manufacture  
of Blooms

7. If No, for Sl. No. 5

a) Source of Raw Material ( Blooms )

**8. Tube / Pipe Manufacturing Facility details**

8.1 Capacity of the rolling mill with respect to  
Diameter ( Minimum and Maximum ),  
Thickness ( Minimum and Maximum ) and  
Length ( Maximum )

a) Through Hot Finishing

b) Through Cold Finishing

8.2 Type & Make of Hot Mill along with the details  
of the Individual Equipments

8.3 Type & Make of Cold Mill along with the details  
of the Individual Equipments

**9. Heat Treatment Facility Details**

a) Capacity of the Furnaces

b) Type of Heat Treatment Carried out  
( Batch or Continuous )

**10. In House Testing Equipments Details**

a) Online UT Facilities

b) Online Eddy Current ( EC ) Facility

c) Hydro Test Facilities  
( Indicate the Maximum Pressure )

d) Chemical and Mechanical Testing Facilities

11. Details of Accreditation for Quality Systems  
( Like ISO, ASME, API etc., )

12. Are you Approved by any  
Third Party / Statutory Agency ?   
If so, specify the Agency ( **Attach details in ENGLISH** )

13. Have you manufactured the following   
Size / Specification / Length to  
BHEL or any other well-known Boiler Manufacturer for Boiler Application  
**Please provide the details of to whom, when and how much supplied.**

→ a) **TUBES:**

TUBES REQUIREMENT- LENGTH : 6500 mm to 13800 mm			
SL. NO.	OUTER DIAMETER	WALL THICKNESS	SPECIFICATION
1	21.3 to 73.01 mm	2.11 to 14.02 mm	SA 106 Gr B / Gr C ( Carbon Steel ) SA 335 P12, P22, P23, P91, P92 ( Alloy Steel )
2	28.6 to 76.1 mm	3.2 to 12.5 mm	SA 192 / SA 210 Gr A1 / Gr C ( Carbon Steel ) SA 210 Gr. C ( Rifle Tubes ) SA 213 T12, T22, T23 ( Alloy Rifle Tubes )
3	14 to 76.1 mm	3.2 to 12.5 mm	SA 213 T11, T22, T23, T91, T92 ( Alloy Steel ) SA 213 TP 304 H, TP 347 H, TP 347 HFG, Super 304 H ( SS )

b) **PIPES:**

PIPES REQUIREMENT – LENGTH 3000 mm to 9000 mm			
SL. NO.	OUTER DIAMETER	WALL THICKNESS	SPECIFICATION
1	88.9 to 864.00 mm	3.96 to 148.0 mm	SA106 Gr B / Gr C ( Carbon Steel )
2	88.9 to 965.00 mm	3.96 to 130.0 mm	SA335 P11, P12, P22, P23 ( Alloy Steel )
3	127.0 to 812.8 mm	11.50 to 100.00 mm	SA335 P91, P92 ( Alloy Steel )
4	88.9 to 323.9 mm	3.05 to 12.5 mm	SA312 TP304H, 321 H, 316 ( SS )

14. Please go thro the attached **Technical Delivery Condition (TDC)** and give point-by-point confirmation.

a) **For Tubes:** TDC: 0:102, 0:105, 0:119

b) **For Pipes:** TDC: 0:101, TDG: 32, TDG: 100, TDG: 101, TDG: 26, TDG: 6876


PLACE :

DATE :

SIGNATURE WITH SEAL

**NOTE:** Enclose Additional Sheets / Annexures wherever required referring the SI. No. of this format.

\*\*\*\*\*

 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

**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 manufacture and supply of seamless stainless steel Tubes to specifications SA 213 TP 304H & SA 213 TP 347H (without shot peening). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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 will 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 or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

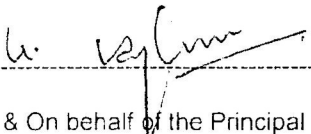
### **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

  
-----

For & On behalf of the Principal

**K. UBAYA KUMAR**  
Deputy Manager

IM / RM / ~~Materials~~ *Purchase/Tube.*  
Materials Management / FB  
BHEL, TRICHY - 620 014.

(Office Seal)

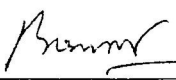
-----  
For & On behalf of the Bidder/

Contractor

(Office Seal)

Place Trichy

Date 30/03/2022

Witness: 

(Name & Address) \_\_\_\_\_

BHASKARNATH BISWAS  
Dy. Engineer  
MM/Purchase/Tubes  
BHEL, TRICHY - 620014

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_