

BHEL :: BAP :: RANIPET													
PURCHASE DEPARTMENT													
ANNEXURE-A													
SCOPE : SUPPLY OF COLD ROLLED COILS IN SIZES/SPEC/QTY AS DETAILED BELOW:													
Enq SNO	Item	SIZES		MATERIAL SPECIFICATION	APPLICABLE BHEL TDC	Firm QTY (MT)	Anticipated QTY (MT)	Total Qty (MT)	Qty Tolerance	Remarks	Delivery Period	Supplier Status (Quoted/Not Quoted)	
		THICKNESS (mm)	WIDTH (mm)										
1	CR Coil	1.6	503	IS 513 Gr. CR3	TDC RTE :257/04 (Weight per coil - 4-5 MT)	60		60.0	+/-10%	In trimmed edge condition	Within 90 Days from PO		
2		0.50	1100		TDC RTA 408 REV03 and Amdt A1	122.0		122.0	+/-5%				
3		0.63	200			30.0		30.0					
4		0.63	300			40.0		40.0					
5		0.63	550			134.0		134.0					
6		0.63	650			90.0		90.0					
7		0.63	800			30.0		30.0					
8		0.63	813			231.0		231.0					
9		0.63	850			682.0	220.0	902.0	+/-2%				
10		0.63	915			TDC RTA-408 Rev 10 & Amdt A1	153.0		153.0			+/-5%	
11		0.63	950				122.0		122.0				
12		0.63	1050				246.0		246.0				
13		0.63	1075				438.0		438.0				
14		0.8	600				213.0		213.0				
15		0.8	750				55.0		55.0				
16		0.8	800				93.0		93.0				
17		0.8	850			962.0		962.0	+/-2%				
18		0.8	1067			137.0		137.0	+/-5%				
19		0.8	1100			184.0		184.0					
20	CR Sheet	0.80	300	CORTEN A	TDC RTA-404 Rev 10 & Amdt 01	50.0		50.0					
21		1.214	300			433.0	124.0	557.0	+/-2%				
22		1.214	305			150.0		150.0	+/-5%				
23		1.214	600			139.0		139.0					
24		1.6	W 1200X L 4000			CORTEN A/ASTM A242 or equivalent	50.0		50.0	-0/+10%			
25		2.5	W 1200X L 4000				300.0		300.0				
Total						5144.0	344.0	5488.0					
Note: Requirement status against Anticipated Quantity shall be confirmed before Price Bid Opening.													
Only Indigenous Sources will be eligible to bid and Item wise evaluation will be applicable.													
Last 3 years balance sheet and P&L statement to be submitted.													
1) BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. <a href="https://www.bhel.com/guidelines-reverse-auction-2021">https://www.bhel.com/guidelines-reverse-auction-2021</a>													
2) Prices are to be quoted on Per MT basis only.													
3) All necessary document required to meet the Pre Qualification Criteria to be submitted along with technical bid without fail.													
4) Quantity Tolerance: As mentioned in above table for individual line items. Supplies beyond this tolerance will be rejected and returned to the supplier.													
5) In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be submitted along with the techno-commercial bid without fail.													
6) Offer for partial quantity against an individual item is not acceptable and such offers will not be considered for further process for that item.													

7) Annexure A is to be duly signed, scanned and uploaded during submission of offer. Pointwise specific confirmation to BHEL TDC to be given in the Techno-Commercial Bid without fail; otherwise offer may not be considered.
8) Bids will be opened on the tender due date and in case of any request for due date extension , the same may not be considered. Hence please ensure submission of bid on or before the due date specified in the tender.
9) Signed & stamped copy of Integrity Pact to be sent along with the offer superscribing the tender & NIT No on it. IEM Details:Shri Otem Dai, IAS (Retd.)-(Email: iem1@bhel.in)
10) First inspection will be carried out by BHEL only and subsequent inspections will be by BHEL/BHEL approved Third Party Inspection Agencies (Inspection charges shall be borne by BHEL).
Incase of any clarification, kindly email to riteshanand@bhel.in/kroy@bhel.in & contact @ 04172 284694 / 284447 between 0900 hrs to 1730 hrs.
All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on BHEL website (www.bhel.com) and EPS( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> ). Bidders should regularly visit mentioned website to keep themselves updated.
Registration process for items required by BHEL is always open at <a href="https://supplier.bhel.in">https://supplier.bhel.in</a> . Prospective suppliers (including MSEs & Owned by SCs/STs) may visit this site and apply for registration in the respective unit.
<b>Dy Mgr/Purchase</b>



## **Pre-Qualification Criteria**

**Enq. No. & Date:**

**Bidder's Name:**

<p style="text-align: center;">The following are the Pre-Qualification Criteria for participating in the Tender. Necessary supporting documents shall be submitted for meeting each of the below Pre-Qualification Criteria for evaluation of the offers.</p>			
Sl. No.	Pre- Qualification Criteria	Documentary Evidence to be submitted by Bidder along with offer	Bidders' Remarks/ Comment/ Confirmation
01	Confirmation to Specification and TDC	Signed & sealed copy of TDC.	
02	Bidder should be a Manufacturer. (Authorization Letter from Manufacturer/Mill in case of Traders/Dealers/Agents)	Registration certificate / Certificate of Incorporation	
03	Experience Certificates (PO copies of the same Specification in the last three years)	PO copy and relevant (i) Invoice/ SRV (ii) Test report & Inspection report of same PO.	
04	Bidders shall not have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.	Self-declaration to be submitted by bidder.	
<p>BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have On-Site assessment of the facilities at supplier's works during the bid evaluation.</p>			
<p>In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per extant guideline of BHEL.</p>			

**Vendor Sign with Seal**


Receipt No : 1695678/2023/BAP-9751\_MPLG

SPECIFICATION DEVIATION DISPOSITION REPORT			
Specn		Item	
Eng.No & Date			
Vendor Name			
SPECN			
Page	Clause	Details Of Deviation With Reason	Disposition By Bhel
Signature Of Vendor			Reviewed By
" AGREED DEVIATION "			APPROVED BY
if any to be incorporated in the PO in the event of order.			

BHEL reserves the right to reject the offer which is having deviations to BHEL standard terms & conditions and specn / drg / catalogue.

Date :

VENDOR'S SIGNATURE WITH SEAL

 Ranipet	<b>Technical Delivery Condition(TDC)</b> <b>For</b> <b>Cold Rolled Low Carbon Steel Flat Product for</b> <b>Cold Forming (Collecting Electrode Coils)</b>	Doc Ref.	TDC:RTE:257
		Rev. No.	04
		Date	09.11.2020
		Page No	1 of 3

**1.0 SCOPE**

This TDC specifies the requirements for the supply of cold steel sheet coils for collecting Electrode.

**2.0 MATERIAL SPECIFICATION**

2.1 The applicable specification are as follows;

**2.1.1 Carbon steel:**

- a) JIS G 3141 SPCD-SD
- b) IS: 513 CR-3 [Gr.DD] (Killed, matt finish & best surface)]

**2.1.2 Corrosion Resistant Steel:**


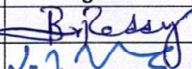

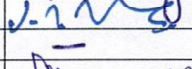
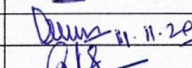

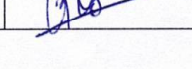
- a) EN 10130-DC 03 (1.0347)-B-m
- b) COR-TEN A or equivalent

**3.0 ADDITIONAL REQUIREMENTS**

- 3.1 Tolerance on thickness:  $\pm 0.05$  mm
- 3.2 Tolerance on width + 3.0 mm, -0.0 mm
- 3.3 Coil weight shall be restricted between between 12-20 MT for higher width collecting electrodes. Weight of coils for lower width collecting electrodes shall be restricted within 5MT.
- 3.4 ID of the coil shall be restricted to 500-610mm
- 3.5 The camber in the coil shall be maximum of 6 mm for any continuous length of 15 M.
- 3.6 Supply condition of edges in Trimmed only(Coil shall be free from slit edges,scales,rust,etc)


**4.0 CHEMICAL AND MECHANICAL PROPERTIES****4.1 Carbon steel:**

- 4.1.1 The chemistry & Mechanical properties including hardness for the carbon steel coils shall be as per respective Specification.
- 4.1.2 Carbon steel coils of IS 513 Gr. DD-in addition to mechanical testing cupping test has to be conducted and acceptance norm shall be as per IS 513 Gr. DD

Prepared by	Reviewed by	Signature	Approved by
 Abdul Ghani Sr Engineer/QA	Engineering(AQCS) [B. V. Reddy]		 Arunachalam R DGM/QA
	Material Planning [Valluvan T.A.]		
	Purchase [Gowthaman A]		
	Quality Control(Proc) [Kesavan R]		
	Quality Assurance [Renjith K]		

Issued By Quality Assurance



 Ranipet	<b>Technical Delivery Condition(TDC)</b> <b>For</b> <b>Cold Rolled Low Carbon Steel Flat Product for</b> <b>Cold Forming (Collecting Electrode Coils)</b>	Doc Ref.	TDC:RTE:257
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#### 4.2 CORROSION RESISTANT STEEL:

4.2.1 The chemistry and mechanical properties shall be as follows:

##### a) Chemical Composition:

-	C	SI	Mn	P	S	Cr	Cu	Ni
MIN	-	0.25	0.20	0.07	-	0.30	0.25	-
MAX	0.12	0.75	0.50	0.15	0.035	1.25	0.55	0.65


##### b) Mechanical Properties:

- Yield Point: 310 MPA (min),
- Tensile Strength: 445 MPA (min)
- Minimum % Elongation ( $L_0 = 5,65 \sqrt{S_0}$ )=20

#### 5.0 PACKING:

- Before packing, the coils shall be given a sufficient coat of rust preventive fluid on both sides (top & bottom).
- Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- Polythene Sheet (thickness > 20 microns) shall be wrapped over the coil.
- Subsequently coil shall be wrapped with polythene bonded Hessian cloth.
- ID rings shall be provided at both the sides of the coil to protect the coil edges.
- Entire Circumference of the coil shall be covered with GI sheet/painted sheet.  
Subsequently both the faces shall be protected with metal sheets ie., full coil is to be covered with GI sheet/painted sheet.
- Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- Two more strapping shall along the periphery shall be provided ensuring tight strapping.  
The outer label shall be pasted on the packed OD of the coil.
- A metal label containing the details as mentioned in clause on. 5.10 shall be secured at one of the outer cross strapping.

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 Ranipet	<b>Technical Delivery Condition(TDC)</b> <b>For</b> <b>Cold Rolled Low Carbon Steel Flat Product for</b> <b>Cold Forming (Collecting Electrode Coils)</b>	Doc Ref.	<b>TDC:RTE:257</b>
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5.10 Label containing following details shall be pasted on the ID and OD of the coil.

- Vendors Name
- Purchase Order No.
- Coil No.
- Specification and grade
- Gross Weight
- Net Weight.

#### 6.0 TEST CERTIFICATE

Detailed correlated test certificates in English, to be submitted along with the supply, for the tests conducted as required in the respective specification and as mentioned in this TDC.

7.0 BHEL reserves the right to carry out incoming materials cross inspection checks on receipt of coils at BHEL Stores and reject the same, if found, not conforming to the requirement of PO and TDC.

#### RECORD OF REVISIONS

REV NO	DATE	REVISION DETAILS
00	25.11.1995	TDC: RTE: 024, TDC: RTE: 025, TDC: RTE:062,TDC:RTE:070 AND TDC:RTE:071, were reviewed and merged together.
01	15.05.2002	Totally reviewed and re-issued.
02	06.06.2007	Modified for better clarity.
03	21.03.2013	Clause no. 3.3-Coil weight changed to 12 to 20 MT instead of 8-10 MT considering the new roll forming machine installed at R1 Bay.
04	05.11.2020	Amendment A1 dated 18.07.2017 merged into the TDC. Clause no 3.6 added for requirement for supply condition of edges as per Material Palnning mail dated 13 October 2020.

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## QUALITY ASSURANCE

**Amendment to Quality Work Instruction (QWI): Technical Delivery Condition (TDC)**  
**Amendment No: A1** **Date: 26.05.2023**


**TDC:RTA:408** **Rev: 03** **Dated: 27/04/2021**

### Title: Technical Delivery conditions for cold rolled carbon sheet coils.

Clause no	Details of amendment	Basis for Amendment
1.1	<p><u>Clause 1.1 as exiting:</u> This TDC specifies the requirements for cold rolled sheets of deep drawing quality to specification IS 513 GR-CR3 / JIS G 3141 SPCD-SD</p> <p><u>Clause 1.4 is amended as follows:</u> This TDC specifies the requirements for cold rolled sheets of deep drawing quality to specification IS 513 GR-CR3 / <b>JIS G 3141 SPCE-SD</b></p>	Based on the feedback received from QC – Procurement
2.1, JIS G3141, Sl. No. 1	<p><u>Clause 2.1, JIS G3141, Sl. No. 1 as exiting:</u> Chemistry shall be as per Table 1 under informative reference of JIS G 3141</p> <p><u>Clause 2.1, JIS G3141, Sl. No. 1 is amended as follows:</u> Chemistry shall be as per <b>relevant material specification (JIS G 3141)</b></p>	
2.1, JIS G3141, Sl. No. 3	<p><u>Clause 2.1, JIS G3141, Sl. No. 3 as exiting:</u> Bendability shall be as per Table 6 of JIS G3141</p> <p><u>Clause 2.1, JIS G3141, Sl. No. 3 is amended as follows:</u> Bendability shall be as per <b>relevant material specification (JIS G 3141)</b></p>	
3.5.1	<p><u>Clause 3.5.1 as exiting:</u> Cold rolled with matt finish with an oil coat to protect rusting and when ordered as per the Japanese standard, it shall be SPCD-SD that is, skin rolled-dull finished by roll whose surface is made rough mechanically or chemically.</p> <p><u>Clause 3.5.1 is amended as follows:</u> Cold rolled with matt finish with an oil coat to protect rusting and when ordered as per the Japanese standard, it shall be <b>SPCE-SD</b> that is, skin rolled-dull finished by roll whose surface is made rough mechanically or chemically.</p>	
3.4	<p><u>Clause 3.4 as exiting:</u> The ID of the coil shall be 500 mm <math>\pm</math>20 mm, OD of the coil shall be 1500 mm (max) and coil weight 5 to 10 MT.</p> <p><u>Clause 3.4 is amended as follows:</u> The ID of the coil shall be 500 mm <math>\pm</math>20 mm, <b>OD of the coil shall be 1400 mm (max)</b> and coil weight 5 to 10 MT.</p>	Based on the feedback received from OP&C and M&S vide email dated 10.04.2023


Prepared by	Reviewed & Approved by
 <b>Renjith K</b> <b>Manager / QA</b>	 <b>D. Aravindhan</b> <b>DGM/ Quality</b>



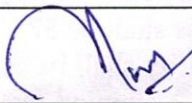

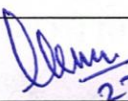

 <b>Ranipet</b>	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Cold rolled carbon sheet coils</b>	Doc Ref:	TDC:RTA:408
		Rev .No.	03
		Date:	27.04.2021
		Page No	1 of 54

## TECHNICAL DELIVERY CONDITIONS FOR COLD ROLLED CARBON SHEET COILS


### PREPARED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QA	Renjith K Manager, QA	 27/04/2021


### REVIEWED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
ENGG (APH)	K. Thanikachalam SDGM/ APH	 27/04/2021
MATERIAL PLANNING	P. Annamalai SM/ MPLG	 27/4/2021
QC (Proc)	R. Kesavan DGM / QC- Proc	 27/4/2021
QA	R. Aruchachalam DGM/ QA & QC-OLI	 27/4/2021

### APPROVED AND ISSUED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QC-Shop, QA & BE	K. Saketharaman AGM/ QC-Shop, QA & BE	 27/4/2021



	<b>Technical Delivery Condition (TDC)</b> for <b>Cold rolled carbon sheet coils</b>	Doc Ref:	TDC:RTA:408
		Rev .No.	03
		Date:	27.04.2021
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## 1.0 SCOPE

- 1.1 This TDC specifies the requirements for cold rolled sheets of deep drawing quality to specification IS 513 GR-CR3 / JIS G 3141 SPCD-SD.

## 2.0 CHEMICAL & MECHANICAL PROPERTIES

### 2.1 IS 513

1. Chemistry
  2. Hardness
  3. Bend Test
  4. Erich son cupping value shall be as per Figure 1 of IS 513.
- } shall be as per specification

### JIS G3141

1. Chemistry shall be as per Table 1 under informative reference of JIS G 3141
2. Hardness shall be 57 HRB MAX
3. Bendability shall be as per table 6 of JIS G 3141
4. Erich son cupping test shall be conducted and the value shall be as per Figure 1 of IS 513.


## 3.0 SUPPLY CONDITION

- 3.1 The coils shall be free from slit edges, visual scales and rust etc.
- 3.2 The tolerance thickness and width shall be as follows:  
On width : Plus 0.00 to Minus 1.5 mm.  
On thickness : Plus 0.07 mm to plus 0.00 mm
- 3.3 The camber, out of flatness, bend shall be permitted only to the extent specified in the applicable standard.
- 3.4 The ID of the coil shall be 500 mm  $\pm$  20 mm, OD of the coil shall be 1500 mm (max) and coil weight 5 to 10 MT.
- 3.5 **Surface condition**
- 3.5.1 Cold rolled with matt finish with an oil coat to protect rusting and when ordered as per the Japanese standard, it shall be SPCD-SD that is, skin rolled-dull finished by roll whose surface is made rough mechanically or chemically.

## 4.0 PACKING

- 4.1 Before packing, the coils shall be given a sufficient coat of rust preventive fluid on the outer part to prevent rusting.



 <b>BHEL</b> <b>Ranipet</b>	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Cold rolled carbon sheet coils</b>	<b>Doc Ref:</b>	<b>TDC:RTA:408</b>
		<b>Rev .No.</b>	<b>03</b>
		<b>Date:</b>	<b>27.04.2021</b>
		<b>Page No</b>	<b>3 of 4</b>

- 4.2 Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- 4.3 Polythene sheet (thickness more than 20 microns) shall be wrapped over the coil. Subsequently coil shall be wrapped with Hessian cloth.
- 4.4 ID rings shall be provided at both the sides of the coil to protect the coil edges.
- 4.5 Entire circumference of the coil shall be covered with GI sheet / painted sheet. Subsequently, both the faces shall be protected with metal sheets i.e full coil is to be covered.
- 4.6 Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- 4.7 Two more strapping along the periphery shall be provided ensuring tight strapping. The outer label containing details as in 5.1 shall be pasted on the packed OD of the coil.
- 4.8 A metal label containing the detail as in 5.1 shall be secured at once of the outer cross strapping.

## 5.0 IDENTIFICATION


- 5.1 The following details shall be ensured in outer label pasted on the ID of the coil.
  - a. Vendors Name
  - b. Purchase Order Number
  - c. Coil Number
  - d. Specification & Grade
  - e. Net Weight
- 5.2 Two more labels containing all the details as in 5.1, shall be pasted, one on the eye and another on the outer surface of the packed coil.

## 6.0 TEST CERTIFICATE

- 6.1 The TC shall be in English and containing the following details
  - i. Purchase Order Number
  - ii. Specification and Grade
  - iii. Coil Number
  - iv. Nominal thickness and width
  - v. Chemical composition – melt wise.
  - vi. Bend test result
  - vii. Max. camber
  - viii. Gross and net weight
  - ix. Hardness and Erichson cupping values
- 6.2 BHEL reserves the right to carry out tests and reject the item wherever non-conforming to the requirement of Purchase Order and Technical Delivery Condition.

**Issued By Quality Assurance**





 <b>Ranipet</b>	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Cold rolled carbon sheet coils</b>	<b>Doc Ref:</b>	<b>TDC:RTA:408</b>
		<b>Rev .No.</b>	<b>03</b>
		<b>Date:</b>	<b>27.04.2021</b>
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### RECORD OF REVISIONS

Rev No	Date	Revision details
00	26.02.1996	TDC RTA 008 REV 04 revised and renumbered as TDC RTA 408/REV/00.
01	29.11.2002	Clause 4.0 and Clause 4.1 revised to change tolerance on thickness plus 0.00 to plus 0.015 mm.
02	10.05.2002	TDC totally reviewed and revised.
03	27.04.2021	IS 513 GR.DD terminology based on obsolete standard is revised as IS 513 GR-CR3 based on latest revision. MOM dated 24.04.2021 (Meeting with Engineering, M&S, Purchase, Material Planning, Marketing, QA and QC- Procurement) recommends the above.

QUALITY ASSURANCE		
Amendment to Quality Work Instruction (QWI): Technical Delivery Condition (TDC)		
Amendment No: A1		Date: 26.05.2023
TDC:RTA:404	Rev: 10	Dated: 27/04/2021
Title: Technical Delivery conditions for Corrosion resistant coils / sheets / plates.		
Clause no	Details of amendment	Basis for Amendment
3.4	<p>Clause 3.4 as exiting: The ID of the coil shall be 500 mm <math>\pm</math>20 mm, OD of the coil shall be 1500 mm (max). Coil weight: 2 to 5 MT for coil width <math>\leq</math>503 mm and 5 to 10 MT for coil width &gt; 503 mm.</p> <p>Clause 3.4 is amended as follows: The ID of the coil shall be 500 mm <math>\pm</math>20 mm, <b>OD of the coil shall be 1400 mm (max)</b>. Coil weight: 2 to 5 MT for coil width <math>\leq</math>503 mm and 5 to 10 MT for coil width &gt; 503 mm.</p>	Based on the feedback received from OP&C and M&S vide email dated 10.04.2023


Prepared by	Reviewed & Approved by
 26/05/2023 Renjith K Manager / QA	 26/04/23 D. Aravindhan DGM/ Quality



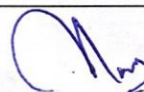

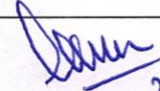
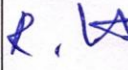
 <b>Ranipet</b>	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Corrosion Resistant Coils / Sheets / Plates</b>	Doc Ref:	TDC:RTA:404
		Rev .No.	10
		Date:	27.04.2021
		Page No	1 of 5

## TECHNICAL DELIVERY CONDITIONS FOR CORROSION RESISTANT COILS / SHEETS / PLATES


### PREPARED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QA	Renjith K Manager, QA	 27/04/2021


### REVIEWED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
ENGG (APH)	K. Thanikachalam SDGM/ APH	 27/4/2021
MATERIAL PLANNING	P. Annamalai SM/ MPLG	 27/4/21
QC (Proc)	R. Kesavan DGM / QC- Proc	 27/4/2021
QA	R. Aruchachalam DGM/ QA & QC-OLI	 27/4/2021

### APPROVED AND ISSUED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QC-Shop, QA & BE	K. Saketharaman AGM/ QC-Shop, QA & BE	 27/4/2021



	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Corrosion Resistant Coils / Sheets / Plates</b>	<b>Doc Ref:</b>	<b>TDC:RTA:404</b>
		<b>Rev .No.</b>	<b>10</b>
		<b>Date:</b>	<b>27.04.2021</b>
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## 1.0 SCOPE

- 1.1 This TDC specifies the requirements of corrosion resistant coils, sheets of CORTEN A / ASTM A 606 Type 4 and equivalent material specification & plates of CORTEN A / ASTM A242 and equivalent material specification & Plates of CORTEN B / ASTM A 588 GR A and equivalent material specification used in APH. Steel shall be in fully killed condition.

## 2.0 CHEMICAL & MECHANICAL PROPERTIES

### 2.1 Chemical (melt wise)

Specification	C	Mn	Si	P	S	Cu	Cr	Ni	V
CORTEN A / ASTM A242 & EQUIVALENT	0.12 Max	0.20- 0.50	0.25- 0.75	0.07- 0.15	0.05 Max	0.25- 0.55	0.50- 1.25	0.65 Max	--
CORTEN B / ASTM A588 GR A & EQUIVALENT	0.19 Max	0.80- 1.25	0.30- 0.65	0.04 Max	0.05 Max	0.25- 0.40	0.40- 0.65	0.40 Max	0.02- 0.10
ASTM A606 TYPE 4	0.12 Max	0.20- 0.50	0.25- 0.75	0.07- 0.15	0.04 Max	0.25- 0.55	0.50- 1.25	0.65 Max	--


### 2.2 Mechanical Properties

Specification	Yield point (MPa) (Min)	Tensile Strength (MPa) (Min)	% of Elongation (Min) 5.65 $\sqrt{S_0}$
CORTEN A / ASTM A242 & EQUIVALENT	345	485	22
CORTEN B / ASTM A588 GR A & EQUIVALENT	$\leq 16$ thick 355 > 16 thick 345	490-630	20
ASTM A606 TYPE 4	345	485	22

- 2.3 Bend test shall be conducted for coils as per JIS 3125 SPA-C

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### 3.0 SUPPLY CONDITION (COILS)

- 3.1 The coils shall be free from slit edges, scales and rust etc.
- 3.2 The tolerance thickness and width shall be as follows:  
On width: Plus 0.00 to Minus 1.5 mm.  
On thickness: Plus 0.07 mm to minus 0.00 mm
- 3.3 The camber, out of flatness, bend shall be permitted only to the extent specified in the applicable standard.
- 3.4 The ID of the coil shall be 500 mm  $\pm$  20 mm, OD of the coil shall be 1500 mm (max). **Coil Weight:** 2 to 5 MT for coil width of  $\leq$  503 mm and 5 to 10 MT for coil width  $>$  503 mm.
- 3.5 Surface condition shall be cold rolled with matt finish or Ra value in the range of 0.4 to 1.0 micron with an oil coat to protect from rusting.


### 4.0 SUPPLY CONDITION (PLATE AND SHEETS)

- 4.1 Tolerance for the plates is as per ASTM A6.
- 4.2 Tolerance for sheet on thickness is plus 0.15 mm to minus 0.00 mm
- 4.3 The plates / sheets shall be free from scales and rust.
- 4.4 Plate thickness 12 mm and above shall be ultrasonically tested and accepted as per ASTM A 435.

### 5.0 PACKING AND PRESERVATION (FOR COILS)

- 5.1 Before packing, the coils shall be given a sufficient coat of rust preventive fluid on the outer part to prevent rusting.
- 5.2 Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- 5.3 Polythene sheet (thickness more than 20 microns) shall be wrapped over the coil.
- 5.4 Subsequently coil shall be wrapped with Hessian cloth.
- 5.5 ID rings shall be provided at both the sides of the coil to protect the coil edges.
- 5.6 Entire circumference of the coil shall be covered with GI sheet / painted sheet. Subsequently, both the faces shall be protected with metal sheets i.e full coil is to be covered.
- 5.7 Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- 5.8 Two more strapping along the periphery shall be provided ensuring tight strapping. The outer label containing details as in 7.1 shall be pasted on the packed OD of the coil.
- 5.9 A metal label containing the detail as in 7.1 shall be secured at once of the outer cross strapping.



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## 6.0 PACKING AND PRESERVATION (FOR SHEETS / PLATES)

- 6.1 **The Sheets** shall be coated with a coat of rust preventive fluid on both sides and polythene sheets (thickness more than 20 microns) shall be wrapped over the sheet bundle, subsequently sheets shall be wrapped with Hessian cloth and suitable metal belt.
- 6.2 **The plates** shall be suitably bundled for withstanding the handlings during loading & unloading.

## 7.0 IDENTIFICATION

- 7.1 **For coils** the following details shall be stenciled with paint / pasted with sticker on the ID of the coil and **for sheets** on the bundle.
- Vendors Name
  - Purchase Order Number
  - Coil Number / Sheet Number / Plate Number
  - Specification & Grade
  - Net Weight

**For plates**, the details a, c, d in clause 7.1 are to be hard stamped and bordered with paint and b & e are to be painted.

- 7.2 For coils, two more labels containing all the details as in 7.1, shall be pasted, one on the eye and another on the outer surface of the packed coil.


## 8.0 TEST CERTIFICATE

- 8.1 The TC shall be in English and containing the following details
- Purchase Order Number
  - Specification and Grade
  - Coil Number
  - Nominal thickness and width
  - Chemical composition – melt wise.
  - Mechanical properties – melt wise / HT batch wise
  - Gross and net weight

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### RECORD OF REVISIONS

Rev No	Date	Revision details
00	20.05.1996	TDC RTA 004/00 is revised and re-numbered as RTA 404 Rev. 00
01	18.07.1996	1. Clause 2.3 table and sketch modified 2. Clause 6.2, Clause 7.9, Clause 9.1 modified 3. Clause 9.5 deleted.
02	27.11.1996	1. Clause 8.0 deleted 2. Clause 9.0 re-numbered as 8.0
03	28.09.1998	1. Clause 2.2 minimum yield strength changed to 310 MPa in line with Corten coil specification.
04	22.06.1998	Scope of sheets taken out of the purview of the TDC. Please see TDC:RTA:425/001 dated 22.06.98 for corten sheets.
05	10.05.2002	TDC totally reviewed and revised. Requirements of TDC RTA 405 (corrosion resistant plate) TDC RTA 425 (Corrosion resistance sheets) are merged to form this TDC:RTA:405, 425 deleted.
06	07.02.2003	Clause 2.1 Chemistry details revised and Clause 3.2 modified. Clause 2.2 gauge length specified for % of elongation. Clause 3.4 revised based on supplier feedback. Clause 7.1 modified for better clarity.
07	26.11.2011	Clause 1.1, 2.1 and 2.2: ASTM A242 and ASTM A588 Gr. A included.
08	09.01.2020	ASTM A606 added based on engineering feedback (Email dated 16.12.2019 and supplier confirmation through purchase email dated 08.01.2020)
09	07.10.2020	Clause No. 2.1 (minimum Chromium Value 0.35 change for Corten A and ASTM A606 Type 4), Clause 3.5 (Ra values added) revised based on Engineering feedback.
10	27.04.2021	Mechanical properties of Corten-A / ASTM A242 & Equivalent changed based on MOM dated 24.04.2021 (Meeting with Engineering, M&S, Purchase, Material Planning, Marketing, QA and QC-Procurement)

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**\*(To be submitted In the company letter head by supplier)**

**Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)**

**References:**

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

**From.**

M/s \_\_\_\_\_

Address: \_\_\_\_\_

I/we are bidder from \_\_\_\_\_ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

**\*(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
  - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format\*\*

Dated: \_\_\_\_\_

Authorised Sign and stamp\_\_\_\_\_



*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 3 MONTHS FROM THE DATE OF COMPLETION OF SUPPLIES)*

### **CONTRACT EXECUTION BANK GUARANTEE**

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its Boiler Auxiliaries Plant located at Ranipet – 632 406, (hereinafter called 'the Company') having entered into a contract with M/s.....  
..... hereinafter called 'the said contractor' which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No.....Dt.....between BHEL, Ranipet and as per the Contract, the Contractor / Supplier is to furnish a Contract Execution Bank Guarantee for Rs.....in words.....  
.....for the due performance of the contract and for the fulfillment of all the terms and conditions of the contract.

Sign and seal of issuing bank  
Please affix Non Judicial Stamp  
here, as per Stamp Act

Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

1. We.....  
.....  
.....(Bank's name, Branch, Place – address to be mentioned [herein after referred to as the Bank) at the request of.....  
.....(Contractor(s)] do hereby undertake to pay the company an amount not exceeding Rs.....in words  
.....  
.....  
.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We.....  
.....  
.....(name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the Contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....in words.....  
.....

Sign and seal of issuing bank



Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

3. We undertake to pay conditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Purchase Department of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before .....(date) (After 3 months from the date of completion of supplies) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date. (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

Sign and seal of issuing bank

Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

6. We.....(name of the Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company or settled irrespective of any liability or obligation of the Contractor under the said Contract.

9. It shall not be necessary for the company to proceed against the Contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained from the Contractor shall, at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Tamilnadu Jurisdiction.



11. The Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.

12. We .....(name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we.....  
(name of Bank) have hereunto setout Bank Seal the.....  
day of.....month 20\_\_.

Sign and seal of issuing bank.

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sri 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 \_\_\_\_\_

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

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

**Section 1- Commitments of the Principal**

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

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

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors/ Subcontractors**

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

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

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/ expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

**RITESH  
ANAND**

Digitally signed by RITESH ANAND  
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,  
ou=ROILER, ou=KILN, ou=PLANT, RANIPET,  
postalCode=632406, st=TAMIL NADU,  
2.5.4.20=elac41fa0c05a31e2a0b2e8b039a6d836806b988  
e95547c71b3da6e0159164,  
pseudonym=2970A1B2FE91FCDBFC257719E1DA3587002  
86C6A,  
serialNumber=D354C7206F8678AF329E492F0375C3491  
1124E28F7C4D57739EB2B722F03F, cn=RITESH ANAND  
uDate: 2022.04.01.12.38.38+05'30'

For & On behalf of the Principal  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

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

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

\*(To be submitted In the company letter head by supplier)

## **Declaration of Local Content by Local supplier**

**Subject:** Public Procurement (Preference to Make In India)

**References:**

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

[http://dipp.nic.in/sites/default/files/publicProcurement\\_MakeinIndia\\_15June2017.pdf](http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf)

[http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017\\_28052018.pdf](http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf)

[https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019\\_0.pdf](https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf)

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II) .....

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows: \_\_\_\_\_

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....