



| NOTICE INVITING TENDER | | | | | | | |
|--|----------------|-------------------------|--------------------------|--------------------------------|--------------|--|------------------------------|
| ANNEXURE-A TO OPEN TENDER | | | | | | | |
| Tenders are invited from prospective manufacturers/suppliers for supply of Rounds as per Scope, Size, Specification, Standards and Quantities as listed below. | | | | | | | |
| SNO | SIZE | Length | MATERIAL SPECIFICATION | APPLICABLE BHEL TDC | QTY (UOM-MT) | DELIVERY PERIOD | Vendor's Quoted Status (Y/N) |
| 1 | Round Dia 6MM | In Coil form or 6 Meter | IS 2062/IS 7887/SWR10/14 | TDC:RTG:500/REV03 & Amendments | 325.0 | 03 Lots(108MT,108 MT & 109MT) within 60,90 & 120 Days respectively from PO | |
| 2 | Round Dia 10MM | 6 Meter | IS 2062 Gr A | | 15.0 | Within 60 Days from PO | |
| 3 | Round Dia 20MM | | IS 2062 Gr A | | 25.0 | | |
| 4 | Round Dia 25MM | | IS 2062 Gr A | | 10.0 | | |
| 5 | Round Dia 50MM | | IS 2062 Gr B Killed | | 25.0 | | |
| 6 | Round Dia 12MM | | IS 2062 Gr A | | 10.0 | | |
| 7 | Round Dia 40MM | 5 To 6 Meter | ASTM A105 (SA:105) | | 30.0 | Within 60 Days from PO | |
| 8 | Round Dia 50MM | | | | 40.0 | | |
| 9 | Round Dia 80MM | | | | 60.0 | | |
| | | | | | 540.0 | | |
| Note: | | | | | | | |
| 1) Quantity Tolerance: Applicable +/-5 % for Enq SL No 01 to 06 & -0/+5% for Enq SL No 07 to 09. Supplies beyond this tolerance will be rejected and returned | | | | | | | |
| 2) The Bidder has to quote the final Price on per MT(Metric Tonne) basis inclusive of Packing, Forwarding, taxes, duties, freight, insurance and all other applicable charges | | | | | | | |
| 3) Signed & sealed copy of Annexure-A, GeM Bid document and other documents required to meet technical & Financial PQR should be submitted along with the offer. | | | | | | | |
| 4) Dispatch clearance to be obtained from BHEL before dispatching the material. | | | | | | | |



| QUALITY ASSURANCE | | |
|---|----------------|--------------------------|
| Amendment to Quality Work Instruction (QWI): Technical Delivery conditions (TDC) | | |
| Amendment No: A5 | | Date: 19.04.2019 |
| TDC:RTG:500 | Rev: 03 | Dated: 02/04/2012 |
| Title: TDC for supply of rolled/ forged bars applicable to BAP products | | |

| Clause no | Details of amendment | Basis for Amendment |
|-----------------------------|---|---|
| Refer page 4 of 7 Cl 2.2 | The following ingots/ billets supplier added in addition to existing suppliers: 2.2.19 M/s Laxcon Steels Limited, Ahmedabad | Steel melting shop facility assessment/ review and MISCC approval vide cl no: 1.2 in Record notes of MISCC meeting No:08 (2018-19) dtd 21.02.2019 |

| Prepared by | Reviewed & Approved by |
|--|---|
|  Rajamanickam.M Dy. Mgr/ QA |  K.C. Gandhi Parimalam DGM/ QA |

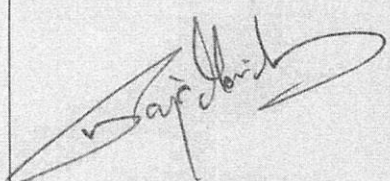
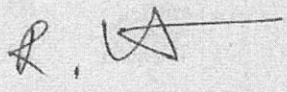
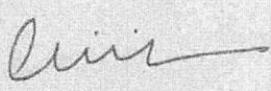
| QUALITY ASSURANCE | | |
|---|----------------|--------------------------|
| Amendment to Quality Work Instruction (QWI): Technical Delivery conditions (TDC) | | |
| Amendment No: A4 | | Date: 24.01.2019 |
| TDC:RTG:500 | Rev: 03 | Dated: 02/04/2012 |
| Title: TDC for supply of rolled/ forged bars applicable to BAP products | | |

| Clause no | Details of amendment | Basis for Amendment |
|-----------------------------|--|--|
| Refer page 4 of 7 Cl 2.2 | Following billets supplier is added in addition to existing suppliers 2.2.18 M/s Kamachi Industries Limited (Formerly known as Kamachi Sponge & Power Corporation Limited) | MISCC approval ref: Ref: MM: PUR: STEEL dtd 31.12.2018 approved by competent authority on 19.01.2019 |

| Prepared by | Reviewed & Approved by |
|--|--|
|  Rajamanickam.M Dy. Mgr/ QA |  K.C. Gandhi Parimalam DGM/ QA |



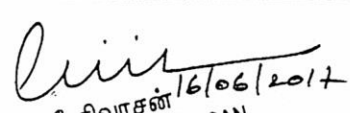
| QUALITY ASSURANCE | | |
|---|----------------|--------------------------|
| Amendment to Quality Work Instruction (QWI): Technical Delivery conditions (TDC) | | |
| Amendment No: A3 | | Date: 15.03.2018 |
| TDC:RTG:500 | Rev: 03 | Dated: 02/04/2012 |
| Title: TDC for supply of rolled/ forged bars applicable to BAP products | | |

| Clause no | Details of amendment | Basis for Amendment |
|---------------------------------|---|--|
| Refer page 3 of 7 Clause 1.2 | <u>Clause 1.2 as existing:</u> - <u>Clause 1.2 is amended as follows:</u> New material specification added as " g) ASTM A479 UNS no: S32205 | Mail from Engineering EDC-GAD dated 05.03.2018 |
| Refer page 4 of 7 Clause 3.1 | <u>Clause 3.1 as existing:</u> - <u>Clause 3.1 is amended as follows:</u> New material specification added as "6.0 ASTM A479 UNS no: S32205 Heat treatment & supply condition As per ASTM A479 & A484 standards | |
| Refer page 6 of 7 Clause 8.3 | <u>Clause 8.3 as existing:</u> - <u>Clause 8.3 is amended as follows:</u> SI no: 06, ASTM A479, colour code is BROWN | |

| Prepared by | Reviewed by | Approved by |
|---|---|--|
|  Rajamanickam.M Sr.Engr/ QA |  R. Arunachalam DGM/ QA& QC-OLI |  C. Srinivasan DGM/ QA& QC- Proc |




| QUALITY ASSURANCE | | |
|---|-----------------|------------------|
| Amendment to Quality Work Instruction(QWI):Technical Delivery Conditions(TDC) | | |
| Amendment No: A2 | Date:16.06.2017 | |
| TDC No: TDC: R :T:G500 | Rev : 03 | Dated:02/04/2012 |
| Title: TDC For supply of rolled/forged bars applicable for BAP products | | |


| Clause No: | Details of Amendment | Basis for Amendment |
|----------------------------------|--|--|
| Refer page 4 of 7, Clause 2.2 | The following billets/blooms/ingots supplier added in addition to existing suppliers: 2.2.15 .Sunflag Iron & steel Co Ltd, Nagpur 2.2.16 M/S Saurabh Metal, Bhopal 2.2.17 Goradia Steels, Khopoli | Steel melting shop facility assessment/ review |

| Prepared By | Reviewed By | Approved By |
|---|---|---|
|  |  |  16/06/2017 सी. श्रीनिवासन / C. SRINIVASAN उप महाप्रबंधक / Dy. General Manager गुणवत्ता आश्वासन / Quality Assurance बीएचईएल, बीएपी, रानीपेट / BHEL, BAP, Ranipet-632406 |

| QUALITY ASSURANCE | | |
|---|----------|-------------------|
| Amendment to Quality Work Instruction(QWI):Technical Delivery Conditions(TDC) | | |
| Amendment No: A1 | | Date:26.09.2016 |
| TDC No: TDC: RTG:500 | Rev : 03 | Dated: 02/04/2012 |
| Title: TDC for supply of Rolled /Forged bars applicable to BAP products | | |

| Clause No: | Details of Amendment | Basis for Amendment |
|---------------------------------|--|---|
| Refer page 3 of7, Clause 1.2 | <u>Clause 1.2 as existing:-</u> - <u>Clause 2.1 is amended as follows:-</u> New material specification added as " f) stainless steel 17-4 PH Condition A" | Feedback mail from Engineering EDC-GAD dated 23.09.2016 |

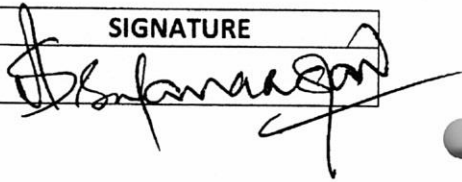
| Prepared By | Reviewed By | Approved By |
|---|--|---|
|  |  26/9/16 |  26/09/2016 |

| | | |
|---|--|------------------|
|  RANIPET | QUALITY ASSURANCE | TDC : RTG : 500 |
| | TECHNICAL DELIVERY CONDITIONS | Rev. No. 03 |
| | FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE TO BAP PRODUCTS | DATE: 02.04.2012 |

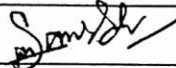
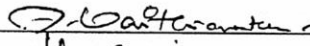
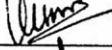

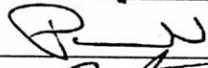

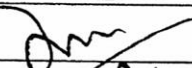
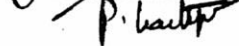
TECHNICAL DELIVERY CONDITIONS

FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE TO BAP PRODUCTS

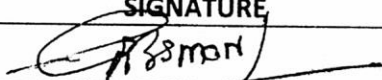
PREPARED BY :

| DEPARTMENT | NAME S/Shri | SIGNATURE |
|------------|----------------------|---|
| QA | K. Jothi Arulanandam |  |

REVIEWED BY:

| DEPARTMENT | NAME S/Shri | SIGNATURE |
|------------------------|------------------------|---|
| EDC / APH | Suresh Chandra Hansdah |  |
| EDC / FAN | A Vaithianathan |  |
| EDC / GATES & DAMPER | V Kesavan |  |
| EDC / AQCS | C Ganesh |  |
| MATERIAL PLANNING | V Palani |  |
| PURCHASE | P N Narashiman |  |
| QUALITY CONTROL (Proc) | T Venugoopal |  |
| QUALITY ASSURANCE | P. Karthikeyan |  |

APPROVED BY:

| DEPARTMENT | NAME S/Shri | SIGNATURE |
|------------|--------------------|---|
| QA | G Balasubramaniyan |  |

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RANIPET

AP-9751_FANS QUALITY ASSURANCE
TECHNICAL DELIVERY CONDITIONS
FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE
TO BAP PRODUCTS

TDC : RTG : 500

Rev. No. 03

DATE: 02.04.2012

RECORD OF REVISIONS

| REV. NO | CLAUSE NO | REVISION MADE | EFFECTIVE DATE |
|---------|-------------------------------------|---|----------------|
| 00 | -- | TDC : RTG : 057/02 is revised and re-numbered as RTG : 500 | 08-08-2001 |
| 01 | 5.2 | UT incorporated for rod diameter equal to 50 mm and above instead of 63 mm | 19-05-2009 |
| | 6.1 | TDC : RTG : 500 revised by deleting IS : 3739 and including IS : 11185 Note: IS : 3739 gives tolerance only for rolled bars whereas IS : 11185 gives tolerance for both rolled and forged bars | |
| | 6.2 | Reduction Ratios Incorporated | |
| 02 | 1.0 | Various Specifications included for rolled / forged bars as applicable to Boiler Auxiliaries products. | 01-03-2011 |
| | 3.0 | Heat Treatment conditions elaborated for various specifications as applicable to intended purpose | |
| | 4.0 | Mechanical Properties included under clause 2.0 and hence other clause numbers re-numbered | |
| | 5.2 | Reduction Ratio modified as 4:1 minimum | |
| | 8.1 | Bars of diameter = and > than 32 mm shall be supplied as loose instead of equal to and more than 63 mm | |
| | 8.2 | Bars of diameter below 32 mm shall be supplied as bundles instead of less than 63 mm | |
| | 8.3 | Colour Coding specification added for supply of rolled / forged bars. | |
| 11.0 | End use of rolled/forged bars added | | |
| 03 | 2.0 | Clause No. 2, Material - has been modified to include the process of making of steel and also the list of approved manufacturers for procurement of billets / blooms / Ingots for further operation were added. | 02.04.2012 |
| | 3.1, 3.2 | a) Diameter range for rolled bars and forged bars applicable to SA 193 B7 is added based on MM feedback and further technical deliberations had on PCM meeting of G&D held on 29.04.2011. b) Refer record notes of discussion held on 01.06.2011 and 15.11.2011 w.r.t rolled bars and forged bars diameter limitation expressed by vendors for SA 105 and SA 193 B7 materials. | 02.04.2012 |

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|  RANIPET | QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE TO BAP PRODUCTS | TDC : RTG : 500 |
| | | Rev. No. 03 |
| | | DATE: 02.04.2012 |

RECORD OF REVISIONS

| REV. NO | CLAUSE NO | REVISION MADE | EFFECTIVE DATE |
|---------|-----------|--|----------------|
| 03 | 3.1, 3.2 | c) Rolled / Forged bars – Diameter limitation details for SA 105 / SA 193 B7 rods received from various steel manufacturers viz., SAIL, Facor and Vikrant were taken into account and accordingly separate table for rolled bars and forged bars were introduced in this revision. d) For Rolled bars the reduction ratio changed to 6:1 min., in place of 4:1. | 02.04.2012 |
| | 5.0 | The dimensional tolerance for rolled bars as per IS:3739 is also included along with IS: 11185 | 02.04.2012 |
| | 9.0 | Clause no. 9 Inspection & Certification has been renamed as Inspection Check List with more clarity for inspection purpose. | 02.04.2012 |
| | 10.0 | New clause added as " <u>Documentation</u> " taking care of new requirements as per this revision 03. | 02.04.2012 |

1.0 SCOPE :

1.1 This Technical Delivery Conditions (TDC) specifies the requirement for supply of rolled / forged bars to various specifications mentioned below, as applicable to each of the products of BAP – Ranipet Viz., Air Pre Heater (APH), Utility Heavy Duty Fans (FAN), Electrostatic Precipitator (ESP or EP) and Guillotine Gates and Isolation Dampers (GAD).

- 1.2
- a) IS: 2062 Gr. A or Gr. B
 - b) SA 105
 - c) SA 193 B7
 - d) SA 479 Type 304
 - e) SA 276 Gr.420 / X20 Cr13 to EN 10088-3 (Matl. No.1.4021)

1.5 The rounds / rods raw material specification, sizes, diameter, length and Qty will be as per Purchase Order.

2.0 CHEMICAL COMPOSITION AND PROCESS:

2.1 The Steel shall be manufactured by open hearth basic oxygen or electric arc furnace followed by vacuum degassing process and shall be fully killed.



RANIPET

**TECHNICAL DELIVERY CONDITIONS
FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE
TO BAP PRODUCTS**

- 2.2 The Billets / Blooms / Ingots supplied by the following manufacturers only acceptable to Quality and no deviation on this account is acceptable to Quality.
- 2.2.1 BHEL – Haridwar
2.2.2 SAIL / Alloy Steel Plant - Durgapur
2.2.3 SAIL / VISL - Bhadravathi
2.2.4 RINL – Vizag
2.2.5 Kalyani Steel – Pune
2.2.6 Starwire - Ballabagh
2.2.7 Mahindra Ugine Steel Co. Ltd - Khopoli
2.2.8 Midhani - Hyderabad
2.2.9 Arcvac - Kolkatta
2.2.10 Facor – Nagpur
2.2.11 Mukund Ltd
2.2.12 Jindal Steel & Power Ltd., - Raigarh
2.2.13 Noble Tech Industries Ltd – Chennai
2.2.14 OPG Metal Industries - Mayawaram
- 2.3 The Chemical and Mechanical properties of the material shall be as per the respective specifications mentioned in clause no. 1.2 above.

3.0 HEAT TREATMENT & SUPPLY CONDITION FOR ROLLED / FORGED BARS :-

- 3.1 Following materials shall be supplied as either **ROLLED or FORGED BARS** with the Heat Treatment condition mentioned against each specification (Refer Notes given below) :-

| SL NO | MATERIAL | HEAT TREATMENT & SUPPLY CONDITION |
|-------|--|---|
| 1 | a) IS : 2062 Less than 40 mm dia | As Rolled / Forged bars and without any Heat Treatment |
| | b) IS: 2062 Dia 40mm and above | As Rolled / Forged bars with Controlled Furnace Normalized condition (880°C to 920° C) |
| 2 | SA 105 – Up to and less than Dia 125mm | As Rolled / Forged Bars with controlled Furnace Normalized condition ((880°C to 920° C) |
| 3 | SA 193 B7 - Up to and less than Dia 125mm | As Rolled / Forged Bars with Quenched & Tempered Condition. |
| 4 | SA 479 Type 304 - Up to and less than Dia 125mm | As Rolled / Forged Bars with Solution Annealed Condition |
| 5 | SA 276 Gr.420 / X 20 Cr 13 to EN 10088-3 (Matl. No.1.4021) - Up to and less than Dia 125mm | As Rolled / Forged Bars with Quenched & Tempered Condition |

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|  | QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE TO BAP PRODUCTS | TDC : RTG : 500 |
| | | Rev. No. 03 |
| | | DATE: 02.04.2012 |

3.2 Following materials shall be supplied as **FORGED BARS ONLY** with the Heat Treatment condition mentioned against each specification (Refer Notes given below):-

| SL NO | MATERIAL | HEAT TREATMENT & SUPPLY CONDITION |
|-------|--|---|
| 1 | SA 105 - Dia more than 125mm | As Forged Bars with controlled Furnace Normalized condition (880°C to 920° C) |
| 2 | SA 193 B7 - Dia more than 125mm | As Forged Bars with Quenched & Tempered Condition. |
| 4 | SA 479 Type 304 more than 125mm | As Forged Bars with Solution Annealed Condition |
| 5 | SA 276 Gr.420 / X 20 Cr 13 to EN 10088-3 (Matl. No.1.4021) more than 125mm | As Forged Bars with Quenched & Tempered Condition |

- Note:**
1. Rolled bars made through bottom poured vacuum degassed quality ingots/billets/ blooms will have minimum reduction ratio 6:1 from start to final piece.
 2. Forged bars made through bottom poured vacuum degassed quality ingots/billets/ blooms will have minimum reduction ratio 4:1 from start to final piece.

4.0 NON DESTRUCTIVE TESTS :

- 4.1 The material shall be free from scales, laps, piping, cracks and any other injurious defects to raw materials.
- 4.2 All the bars of diameter equal to 50mm and above shall be Ultrasonic Tested (UT) by straight beam method as per ASTM A-388.
 - 4.2.1 **ACCEPTANCE NORMS:** One or more discontinuities resulting in complete loss of back wall reflection to 10% of full scale height, not attributable to geometric configuration, when tested by back wall echo method are not acceptable.

5.0 DIMENSIONAL TOLERANCES :

- 5.1 The dimensional tolerances for the rolled bars shall be either as per IS: 11185 (latest) or IS: 3739 (latest) and for forged bars the same shall be as per IS: 11185 (latest).

6.0 REPAIR :

- 6.1 Surface defects can be removed by mechanical means. However the dimensions after repair shall be as per PO / Drawing requirement.
- 6.2 Repairs involving welding are fully prohibited.



RANIPET

**TECHNICAL DELIVERY CONDITIONS
FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE
TO BAP PRODUCTS**

TDC : RTG : 500

Rev. No. 03

DATE: 02.04.2012

7.0 SURFACE FINISH :

7.1 All the bars of diameter equal to 50 mm and above shall have smooth surface finish providing uniform coupling of UT probe.

8 MARKING AND PACKING :

- 8.1 Bars of diameter equal to 50 mm and above sizes shall be supplied in loose and all these bars shall be hard stamped furnishing the melt number, specification and makers emblem / code and the same shall be framed with suitable painting/markings at any one end.
- 8.2 Bars of diameter below 50 mm sizes shall be packed in bundles not exceeding each bundle 1 MT weight along with metal tag, having details like melt number, specification and maker's emblem / code suitably punched on the metal tag and the same may be tagged on both ends.
- 8.3 The color code to be applied on the two faces of both ends of each bars of respective specifications shall be as per the table given below:-

| SL. NO. | SPECIFICATION | COLOUR CODE |
|---------|-----------------|-----------------------|
| 1 | IS: 2062 | GREY |
| 2 | SA 105 | BLACK |
| 3 | SA 193 B7 | RED |
| 4 | SA 479 TYPE 304 | RED & WHITE (50/50) |
| 5 | SA 276 GR.420 | BLACK & WHITE (50/50) |

Note: No deviation on the color code is acceptable as it is applicable to our Plant standard Storage procedure.

9 INSPECTION CHECK LIST :

- 9.1 The Original Mother TC / Mill TC of the respective billet / bloom / Ingot used for the successive hot rolling / hot forging has to be shown to BHEL / BHEL's Authorized Inspection Agency (AIA) for verification and a copy of the same has to be submitted along with other TCs.
- 9.2 BHEL / BHEL's AIA will witness two samples per heat number for the finished product against the respective material specification for its chemistry / mechanical properties and the same shall be submitted along with other internal Test Certificates.
- 9.3 The respective reduction ratio for rolled bars / forged bars – as applicable shall be calculated and recorded on IR (Inspection Report) itself by BHEL / BHEL's AIA.
- 9.4 During the course of rolling / forging BHEL / BHEL's AIA shall be witnessing the process for which the rolling plan program has to be submitted to Quality Department thro' purchase within three weeks time after the acceptance of the BHEL PO.
- 9.5 All the Bars either rolled or forged shall be offered for physical verification at the place of manufacturing of works only before HT Cycle to verify the process / method of manufacture to BHEL / BHEL's Authorized Inspection Agency.
- 9.6 The source of HT and UT shall be NABL approved / BHEL approved vendors only.

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|  | QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SUPPLY OF ROLLED / FORGED BARS APPLICABLE TO BAP PRODUCTS | TDC : RTG : 500 |
| | | Rev. No. 03 |
| | | DATE: 02.04.2012 |

- 9.7 After the HT cycle, the bars which are to be UT tested shall be offered for BHEL / BHEL's AIA witness during the time of UT checking for which suitable advance information has to be given thro' purchase to Quality.
- 9.8 The Final Inspection of Rounds / Rods shall be carried out only at the place of manufacturing of rolling / forging at works by BHEL / BHEL's AIA .

10 DOCUMENTATION :

- 10.1 The entire test specified under respective specifications shall be carried out at works or at NABL approved Labs or BHEL Units and the test results shall be furnished in the test certificate.
- 10.2 The supplier shall send the test certificates in English only to reach BHEL before the physical receipt of materials at BHEL stores and it shall contain the following documents /information's:
- Purchase Order Number and Date
 - TDC Number with rev.no and Date
 - Material Specification and Grade
 - Size, Number, Qty and Weight
 - Chemical Composition for Billet / Bloom / Ingot – MILL TC – Each Melt wise
 - Chemical Composition for finished product – Each Melt wise
 - Mechanical Properties – Each Melt wise / Heat Treatment Batch wise
 - Ultrasonic Testing Report
 - Heat Treatment Cycle Charts in Original.

11 AUDIT CHECK AT BHEL :

- 11.1 BHEL reserves the right, at their discretion to carry out audit checks for billet / bloom/ingot raw material for its chemistry, finished product chemistry, heat treated condition, mechanical testing and NDT on the supplied bars.
- 11.2 If any bar is found to be defective during audit check test as per clause 11.1 or during subsequent processing at BHEL works, such bars supplied against the respective PO are liable for rejection at the cost of supplier.

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TECHNICAL CONFIRMATION / DEVIATION REPORT

| SI.No | Description | BHEL's requirement | Supplier's comments |
|-------|---|---|---------------------|
| 01 | Sizes | Item wise size quoted in line with our requirement to be confirmed. Any deviation item wise to be mentioned. | |
| 02 | Specification | Quoted specification in line with our requirement to be confirmed. In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be sent along with the techno-commercial bid without fail. | |
| 03 | TDC | Clause wise confirmation in line with our TDC to be confirmed. In case of any deviation, clause wise to be mentioned in the below SDDR. | |
| 04 | Specification deviation disposition report (SDDR) | Below SDDR to be filled & submit without fail. <u>(Even if no deviation is taken, NIL report to be submitted).</u> | |

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

DATE:

SIGNATURE WITH SEAL

*(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/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%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:.....



Pre-Qualification Criteria

Enq. No. & Date:

Bidder's Name:

| 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. | | | |
|---|---|--|---|
| 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. | |
| 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. | | | |
| 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. | | | |

Vendor Sign with Seal

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 _____

_____ (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.

Shri SATYENDRA
SINGH MAHLA

Digitally signed by Shri SATYENDRA SINGH MAHLA
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,
ou=HRD/RAMPET, postalCode=622006, st=Tamil Nadu,
2.5.4.20=fdb23c5d7469079f311c8299655baad58d748
0e9dfc5d8f33acfb575e43ee04, cn=Shri SATYENDRA
SINGH MAHLA
Date: 2022.03.28 09:49:28 +05'30'

For & On behalf of the Principal
(Office Seal)

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

Place _____
Date _____

Place _____
Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____
