

BHEL :: BAP :: RANIPET

PURCHASE DEPARTMENT

ANNEXURE-A TO OPEN TENDER

Tenders are invited from prospective manufacturers/suppliers for supply of SS Wire Dia 2.7mm as per Scope, Size, Specification, Standards and Quantities as listed below.

SNO	Description	Applicable TDC	MATERIAL SPECIFICATION	QTY in Kg	DELIVERY PERIOD
1	SS Wire Dia 2.7mm	TDC:RTE:259/06	Spec 2RK 66 OR GARBA 904L OR UNS N08904	58000	I LOT-20,000 Kg Within 60 Days from PO II LOT-38,000 Kg Within 90 Days from PO

**Note:** Bidder should confirm their product is field tested and established with BHEL/Ranipet.

**1. Only Indigenous Sources will be eligible to bid.**

**Financial PQR - Balance Sheet and P&L for last 03 Financial years to be submitted.**

**Minimum Average Annual Turnover of the bidder (For 3 Years) to be as per value & clause mentioned in GeM Bid.**


2. The Bidder has to quote the final Price on **per Kg basis** inclusive of Packing, Forwarding, taxes(**GST@18% applicable**), duties, freight , insurance and all other applicable charges.

3. Quantity Tolerance: +/-5% applicable. Supplies beyond this tolerance will be rejected and returned back to the supplier.

4. Delivery Terms: F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet).

5. Signed & sealed copy of Annexure-A and other documents required to meet technical & Financial PQR should be submitted along with the offer.

6. Dispatch clearance to be obtained from BHEL before dispatching the material.

	<b>Technical Delivery Conditions</b> <b>For</b> <b>Cold drawn Stainless Steel wire for</b> <b>Emitting Electrodes</b>	Doc.Ref.	TDC:RTE:259
		Rev.No.	06
		Date	30-Mar-07
		Page No.	1 of 2

**1.0 SCOPE:** This document specifies the requirements for the supply of cold drawn austenitic stainless steel wire (dia 2.7 mm) for the emitting (discharge) electrodes of Electrostatic precipitator.

**2.0** The applicable specifications are

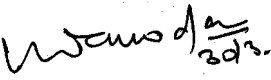
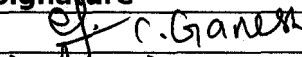

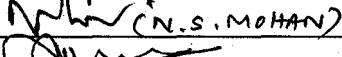
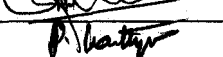
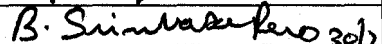

- 2 RK 66
- GARBA 904 L
- UNS N 08904

**3.0 Requirements**


3.1 The wires are to be supplied in half hard condition

3.2 **Tolerance on diameter** :  $\pm 0.020$  mm and on roundness :  $\pm 0.010$  mm

S.No	REQUIREMENT	QUANTUM OF CHECK
3.3	<b>Chemistry:</b> (In of.) C:0.02MAX; Si:0.50MAX; Mn:2.0MAX; P:0.015MAX; S:0.015MAX; Cr:19 to 23 ; Ni:23 to 28 ; Mo:4 to 5 ; Cu:1 to 2	Each heat
3.4	<b>Tensile strength:</b> Ultimate tensile strength (UTS) of wire shall be 1050 N/Sq mm with a tolerance of $\pm 75$ N/Sq mm.	Each coil.
3.5	<b>Uniformity of coil</b> : Coiling test to be done as per ASTM A 313	One coil per batch of 1000 Kg
3.6	<b>Metallography:</b> The microstructure shall consist of cold worked austenite without any detectable carbide precipitation in the grain boundaries. The material shall be free from slag inclusion which can cause a serious decrease of fatigue strength.	One longitudinal and one transverse micrograph (250 X) showing the austenite material structure, from each batch of 1000 kg of finished wire
3.7	<b>Surface purity and finish:</b> <ul style="list-style-type: none"> <li>▪ The wire is to be supplied with a cleaned and passivated surface. Maximum allowable content chloride ions is 0.2 mg/dm sq.</li> <li>▪ The surface finish shall be inspected in unetched transverse micros. Maximum allowable surface imperfection is 20 microns.</li> </ul>	Each coil  Each Coil

Prepared by	Reviewed by	Signature	Approved by
	Engg (AQCS)		 Head/QA
	MPL		
	Purchase		
	QC (Proc)		
	QA		

**Issued By: Quality Assurance**

	<b>Technical Delivery Conditions</b> <b>For</b> <b>Cold drawn Stainless Steel wire for</b> <b>Emitting Electrodes</b>	Doc.Ref.	TDC:RTE:259
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#### 4.0 Packing :

4.1 The wire shall be supplied in bobbins weighing 300 kg approximately. Each individual bobbin shall be wrapped in water proof paper. The bobbins shall then be packed in a strong wooden boxes in such a way that no wear can occur between the coils.

4.2 Each coil shall be provided with labels, stating order no. , item, material grade, heat number, coil number, wire dimensions, UTS value . There shall be one label inside the paper wrapping of each bobbin giving following details : Heat No. and coil No.

#### 5.0 Test certificate:

5.1 Detailed correlated test certificates in English according to EN 10204 -3.1 shall be submitted along with the supply for the following .

- Dimensional conformation
- Chemistry- heat wise .
- Ultimate tensile strength – coil wise.
- Coiling test result –one coil per batch of 1000 kg
- Micrograph in colour print (long and transverse-250X) - each batch of 1000 kg
- Chloride ion content - coil wise
- Surface finish - coil wise

6.0 BHEL reserves the right to carry out tests and to reject the items wherever non conformances to the contract noticed.

06	30 03 07	Revised to improve clarity
05	15 05 02	Totally reviewed and re issued
04	30 03 00	Material UHB 904 L deleted and material GARBA 904 L added
03	18 02 00	Material UNS N 08904 added
02	01 01 98	Coiling test added
01	25 05 96	Supply condition added
00	28 11 95	TDC:RTE:028 totally reviewed and reissued based on feedbacks.
Rev.No.	Date	Revision details

**Issued By: Quality Assurance**

**TECHNICAL CONFIRMATION / DEVIATION REPORT**

Sl.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. <b><u>(Even if no deviation is taken, NIL report to be submitted).</u></b>	

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 "			APPROVED BY
if any to be incorporated in the PO in the event of order.			

DATE:

SIGNATURE WITH SEAL



## 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 tender 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 / Authorizations letter.	
03	Experience Certificates (PO copies of the same Specification in the last 4 years)	(i) PO copy (ii) Invoice/ SRV/ BL (iii) Test / 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 PSUs or Government Departments/any other units of BHEL.	Self-declaration to be submitted by bidder.	
05	Bidder should confirm their product is field tested and established with BHEL/Ranipet.	Bidder confirmation	
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.			

**Bidder's Sign with Seal**

**TECHNICAL CONFIRMATION / DEVIATION REPORT**

Sl.No	Description	BHEL's requirement	Supplier's comments
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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 "			APPROVED BY
if any to be incorporated in the PO in the event of order.			

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/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:.....

**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/R&M/PEE, postalCode=622006, st=Tamil Nadu,  
2.5.4.20=fdb23c5d7469079f311c8299655baad58d748  
0e6dfc5d8f33ac6b575e43ee04, cn=Shri SATYENDRA  
SINGH MAHLA  
Date: 2022.03.28 09:49:28 +05'30'

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For & On behalf of the Principal  
(Office Seal)

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

Place \_\_\_\_\_  
Date \_\_\_\_\_

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

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