

Sl. No.	Pre –Qualification Criteria	Bidder remarked
1	<p>Bidder shall be a manufacturer of Welding Consumables / an authorized dealer of Welding Consumables.</p> <p>If the offer is quoted by agent, letter of authorization and agreement duly signed by the manufacturer is required to consider the offer</p>	
2	<p>Bidder shall have successfully supplied any Welding Consumables to any govt. Organizations/ PSUs/ Public Ltd./ Company/Reputed Industries with minimum 75,000 Kg as per ASME SEC.II.C.</p> <p>Purchase orders copies (2012 or later is only acceptable) to be submitted along with offer</p>	
3	<p>Bidder shall have successfully supplied quoted P92 SMAW Welding Consumables to any govt. Organizations/ PSUs/ Public Ltd./ Company/Reputed Industries.</p> <p>Purchase orders copies to be submitted along with offer to consider the offer.</p> <p>Note: Successfully supplied means – supplied and accepted</p>	
4	<p>Welding Consumables brand name shall be provided along with offer</p>	
5	<p>Mill address shall be provided along with offer.</p>	<p>2012-11</p>
6	<p>Mill capacity shall be provided along with offer</p>	

Sl. No.	Pre –Qualification Criteria	Bidder remarked						
7	Suppliers shall submit manufacturing process flow chart (Raw material to finished product) along with offer.							
8	Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.							
9	Bidder (Principle Supplier) shall have capacity to meet tender requirement.							
10	<p data-bbox="267 707 1078 737">Creep data shall be provided for the quoted SMAW Welding Consumables.</p> <table border="1" data-bbox="267 766 847 989"> <thead> <tr> <th data-bbox="267 766 461 863">Testing hours (minimum )</th> <th data-bbox="461 766 654 863">Testing Temperature (°C)</th> <th data-bbox="654 766 847 863">Stress Value (Mpa)</th> </tr> </thead> <tbody> <tr> <td data-bbox="267 863 461 989">1000</td> <td data-bbox="461 863 654 989">600</td> <td data-bbox="654 863 847 989">120</td> </tr> </tbody> </table> <p data-bbox="267 1024 1078 1083">And Principle Supplier shall provide self-declaration to full meet this Creep requirement.</p>	Testing hours (minimum )	Testing Temperature (°C)	Stress Value (Mpa)	1000	600	120	
Testing hours (minimum )	Testing Temperature (°C)	Stress Value (Mpa)						
1000	600	120						



BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPALLI-620 014  
WELDING TECHNOLOGY CENTRE

Doc. Number:

Revision:

WCPI – 245

07

Date: 17.08.2015

Welding Consumable Purchase Instruction

WELDING CONSUMABLE PURCHASE INSTRUCTION FOR  
NON-SYNTHETIC SMAW ELECTRODE AS PER ASME SEC.II.C, SFA 5.5, CLASS E9015-B91

**1.0 SCOPE:**

This purchase instruction prescribes the requirements for non-synthetic Shielded Metal Arc Welding (SMAW) electrode that conforms to ASME SEC II C, SFA- 5.5, E9015-B91.

**2.0 GENERAL:**

- 2.1 Electrodes shall be supplied in size and quantity as specified in the purchase order.
- 2.2 The electrode shall comply with requirements as specified in the latest edition and addenda (applicable on the date of issue of purchase order) of ASME Sec II C, SFA 5.5, E9015-B91, all tests and acceptance criteria referred in this document. Additional requirements specified in this document shall also be complied.
- 2.3 The electrode shall be suitable for radiography quality butt joint welding of boiler pressure parts using SA387Gr91-Plate, SA335P91-Pipe, SA213T91-Tube, SA182F91-Forging and SA217C12A-Casting for high temperature creep resistant service.
- 2.4 Every batch of electrode shall be inspected and Certified Material Test Report (CMTR) countersigned by Inspecting Authority approved by IBR for country of origin (to be concurred by BHEL)
- 2.5 The weld metal deposited by this electrode shall meet minimum 10,000 hours creep rupture test at 600°C and 100MPa without failure. The results of the tests shall be furnished. The test shall be continued for 30,000 hours and the results shall be reported later. Extrapolated creep properties for 100,000 hours at 600°C shall be made available. Test shall be conducted at any government lab/NABL approved lab/corporate R&D, BHEL, Hyderabad. Tests shall be certified by the inspecting authorities mentioned in Annexure-A.
- 2.6 The electrode shall be non-synthetic type with alloyed core wire that matches with weld metal chemistry.

Prepared:

Suraj N  
Engineer/WTC

Reviewed and approved:

S.Singaravelu  
SDGM/WTC



### 3.0 CHEMICAL COMPOSITION:

The chemical composition of the undiluted weld metal deposited using the electrode shall be as follows.

Carbon	0.08-0.13%	Molybdenum	0.85-1.20 %
Manganese	1.20 % Maximum	Vanadium	0.15-0.30 %
Silicon	0.30 % Maximum	Copper	0.25 % Maximum
Sulphur	0.01 % Maximum	Aluminium	0.04 % Maximum
Phosphorus	0.01 % Maximum	Niobium	0.02-0.10 %
Nickel	0.80 % Maximum	Nitrogen*	0.02-0.07 %
Chromium	8.0-10.5 %	Mn+ Ni	1.2 % Maximum
*Minimum=(0.5 x Aluminium content + 0.03) % Elements Sb, Sn and As shall be reported			

### 4.0 RADIOGRAPHIC SOUNDNESS:

4.1 The electrode welded with DCEP shall deposit weld metal that meets radiographic soundness requirements specified in ASME Sec.II C, SFA-5.5, E9015-B91.

4.2 The electrodes shall produce acceptable radiographic quality pipe and tube welds in all positions.

### 5.0 MECHANICAL PROPERTIES:

The mechanical properties of weld metal deposited using the electrode after stress relieving the test plate assembly at  $760 \pm 15^\circ\text{C}$  for 120 minutes shall be as follows. (Test to be done as per ASME Sec II C, SFA-5.5, E 9015-B91)

- a) Yield strength at 0.2% offset : 530 MPa (Minimum)
- b) Tensile strength : 620 MPa (Minimum)
- c) Elongation : 17% (Minimum)
- d) Absorbed Energy at  $+20^\circ\text{C}$  : 27 Joules Average(Minimum)  
(Charpy 'V' Notch Impact test) (Single value shall be  $\geq 20$ Joules)
- e) Hardness : 195 HV to 320 HV

### 6.0 FILLET WELD TEST:

Fillet weld test done using the electrode shall meet requirements specified in ASME Sec II C, SFA 5.5, E9015-B91.

### 7.0 MOISTURE CONTENT OF COVERING:

Moisture content of the electrode covering shall not exceed the limit specified in ASME Sec II C, SFA 5.5, E9015-B91.



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**8.0 DIFFUSIBLE HYDROGEN CONTENT OF WELD METAL:**

Diffusible hydrogen content of weld metal deposited using the electrode shall be maximum of 4ml per 100 grams. Test shall be done as per ASME Sec II C, SFA 5.5, E9015-B91.

**9.0 SIZE, COVERING, ARC END AND GRIP END AND IDENTIFICATION:**

**9.1 SIZE:**

Electrodes shall be supplied in diameter and length as specified in the purchase order.

**9.2 COVERING:**

The core wire and covering shall be free of defects and shall ensure uniform deposition of weld metal. The flux coating shall be uniform and concentric around the core wire such that the performance of welding is not affected in any position and no tapered burning of electrode is permitted. Covering shall not exhibit any cracking during welding at maximum current recommended by manufacturer. The electrode shall not become red hot upon continuous welding through the length of electrode.

**9.3 ARC END AND GRIP END:**

The arc end of each electrode shall be sufficiently bare and flux coating sufficiently tapered permitting easy striking of arc. The grip end shall be bare for a length that is sufficient to provide electrical contact with the electrode holder. Clause 21 of ASME SEC IIC, SFA-5.5, E9015-B91 shall be complied.

**9.4 IDENTIFICATION:**

All electrodes shall be identified by providing at least one imprint of the electrode classification near the grip end. The numbers and letters of the imprint shall be bold block type and size shall be large enough to be legible.

The ink used for imprint shall provide sufficient contrast with the electrode coating such that the imprint shall remain legible even after drying and welding. Clause 22.1 of ASME SEC II C, SFA-5.5, E9015-B91 shall be complied.

**10.0 PACKING AND MARKING OF PACKAGES:**

**10.1 PACKAGING:**

A standard quantity of electrodes with the net weight of each package not exceeding 5Kg shall be packed in hermetically sealed containers or moisture proof cardboard with polythene encapsulated packets.

Electrode packets shall be shipped in wooden crates lined with waterproof material. Net weight of each crate shall not exceed 1000Kg.



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## 10.2 MARKING OF PACKAGES:

The package shall be marked clearly with AWS Specification, brand name, classification, lot number, manufacturer name, size and quantity of electrodes with net weight, health and safety warnings.

## 11.0 CERTIFICATION AND TESTING:

11.1 Batch or Lot classification shall be Class C1 as per Section 4.3.1 of SFA-5.01 Filler metal procurement guidelines of ASME Sec.II. Part C.

11.2 The level of testing shall be Schedule K as per Section 5.6 of SFA 5.01 Filler metal procurement guidelines of ASME Sec.II. Part -C.

11.3 Three copies of original Certified Material Test Report (CMTR) in English countersigned by Inspecting Authority approved by IBR for country of origin (to be concurred by BHEL) giving details about tests in compliance with this purchase instruction and ASME Sec IIC, SFA-5.5, E9015-B91 shall be sent. In addition, CMTR shall contain purchase order number with date, quantity and customer name.

11.4 The testing authority shall certify that the batch supplied conforms to the requirements of the latest edition and addenda (applicable on the date of issue of purchase order) of ASME Sec II C, SFA 5.5, E9015-B91 and this purchase instruction.

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(As on 30/09/2014)

**INSPECTING AUTHORITIES**

<u>NAME OF THE AUTHORITY</u>	<u>AREA OF OPERATION</u>
1. Director of Boilers, Andhra Pradesh	Andhra Pradesh
2. Chief Inspector of Boilers, Arunachal Pradesh	Arunachal Pradesh
3. Chief Inspector of Boilers Assam	Assam
4. Chief Inspector of Boilers Bihar	Bihar
5. Chief Inspector of Boilers Chhattisgarh	Chhattisgarh
6. Chief Inspector of Boilers, Delhi	N.C.T.D.
7. Chief Inspector of Boilers, Goa.	Goa
8. Director of Boilers, Gujarat.	Gujarat, Daman & Diu and Dadra & Nagar Haveli
9. Chief Inspector of Boilers, Haryana.	Haryana & Chandigarh
10. Chief Inspector of Boilers, Himachal Pradesh.	Himachal Pradesh
11. Chief Inspector of Boilers,, Jharkhand.	Jharkhand
12. Director of Boilers, Karnataka.	Karnataka
13. Director of Boilers, <del>Kerala.</del>	Kerala
14. Director of Boilers, Madhya Pradesh.	Madhya Pradesh
15. Director of Boilers, Maharashtra.	Maharashtra
16. Chief Inspector of Boilers, Meghalaya	Meghalaya
17. Chief Inspector of Boilers, Manipur	Manipur

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18. Chief Inspector of Boilers, Mizoram	Mizoram
19. Chief Inspector of Boilers, Nagaland	Nagaland
20. Director of Boilers, Orissa	Orissa
21. Director of Boilers, Punjab	Punjab
22. Chief Inspector of Boilers, Labour Department, Government of Puducherry, Puducherry	Puducherry
23. Chief Inspector of Boilers, Rajasthan.	Rajasthan
24. Director of Boilers Tamil Nadu	Tamil Nadu
25. Director of Boilers Telangana	Telangana
26. Chief Inspector of Boilers, Tripura	Tripura
27. Director of Boilers, Uttar Pradesh	Uttar Pradesh
28. Chief Inspector of Boilers Uttarakhand	Uttarakhand
29. Chief Inspector of Boilers, West Bengal	West Bengal
30. M/s. Lloyd's Register Asia 63-64, Kalpataru Square, 6 <sup>th</sup> Floor, Kondivira Lane, Off. Andheri-Kurla Road, Mumbai-400 059	Tamil Nadu, Maharashtra Karnataka, Gujarat, Haryana, Himachal Pradesh, Punjab, Andhra Pradesh, Telangana & Odisha
31. M/s Bureau Veritas (India) Private Limited, Marwah Centre, 6 <sup>th</sup> Floor, Opp. Ansa Inds. Estate, K. Marwah Marg, Off. Saki-Vihar Road, Andheri (East), Mumbai-400 072	Chhattisgarh, Gujarat , Haryana , Madhya Pradesh, Maharashtra , Odisha , Tamil Nadu, Bihar, Jharkhand, Sikkim & West Bengal
32. M/s ABS Industrial Verification (India) Pvt. Limited, 10 <sup>th</sup> Floor, Lakhani's Centrum, Sector-15, Plot No. 27, CBD Belapur (E), Navi Mumbai-400 614	Maharashtra, Odisha & West Bengal

**Annexure-A to WCPI-245/07 dated 17.08.2015**

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| 33.            | M/s TUV India Pvt. Limited<br>(TUV Nord Group)<br>801, Raheja Plaza-1,<br>L.B.S. Marg,<br>Ghatkopar(W)<br>Mumbai-400 086                                       | Andhra Pradesh, Gujarat,<br>Maharashtra, Himachal Pradesh,<br>TamilNadu, Telangana & Karnataka |
| 34.            | M/s. TUV Nord Systems GmbH Co.KG.<br>Langemarckstr 20<br>451141 Essen<br>GERMANY.  | Europe, Brazil, China, Korea<br>and Thailand   |
| 35.            | M/s RSA<br>(Formerly Royal & Sun Alliance plc)<br>17 York Street,<br>Manchester, M2 3RS,<br>United Kingdom   | Europe   |
| 36.            | M/s. Japan Inspection Company Limited,<br>No.10-7, 1-Chome, hatchobori, Chou-ku,<br>Tokyo, 104-0032, Japan   | All countries in Asia except<br>India  |
| 37.            | M/s. S.G.S. Korea Company Limited,<br>Industrial Division,<br>647-2, Sinpyeong-dong,<br>Saha-gu, Busan,<br>KOREA (604-030).                                    | Korea & Japan  |
| 38.            | M/s Bureau Veritas,<br>67-71, Boulevard du Chateau,<br>92200 Neuilly-sur-Seine,<br>FRANCE  | All countries except India.  |
| 39.            | M/s. Lloyds Register Verification Ltd.,<br>71, Fenchurch Street,<br>London EC 3M, U.K.   | All countries except India.  |
| <del>40.</del> | <del>M/s. Veloci Certification Bureau Ltd.,<br/>Unit 1 Woodside Business Park,<br/>Whitley Wood Lane,<br/>Reading, Berkshire, RG2 8LW<br/>United Kingdom</del> | <del>Europe, Middle East<br/>Countries, China, Malaysia<br/>Singapore &amp; USA</del>          |
| 41.            | M/s TUV Rheinland AG<br>Am Grauen stein, D-51105 Koln,<br>Germany  | All countries except India   |
| 42.            | M/s OOO "TekhnoLogicheskieEnergosistime"<br>1. Kalinia St. Belgorod, 308001<br>Russia  | Russia, China, Ukraine, USA<br>& Germany   |

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| 43  | M/s Engineering Bureau Franke International,<br>55, Amurskaya St.,<br>Dnepropetrovsk<br>49108, Ukraine   | Ukraine, Russia, Belarus, China ,<br>Uzbekistan, Poland, Belgium, Romania,<br>& Czech Republic |
| 44. | M/s. ARISE Boiler Inspection &<br>Insurance Company Risk Retention Group,<br>Grand Bay 1, 7000 South Edgerton Road,<br>Suite 100, Brecksville,<br>OH 44141 USA   | USA & Canada   |
| 45. | M/s Tata Projects Limited,<br>Quality Service Division,<br>2 <sup>nd</sup> Floor, Varun Towers-1,<br>Begumpet,<br>Hyderabad-500 016  | All countries except India   |
| 46. | M/s TUV SUD Industrie Service GmbH,<br>Wstendstr. 199,<br>80686 Munich,<br>Germany   | All countries except India   |
| 47. | M/s Germanischer Lloyd Industrial Services GmbH,<br>Steinhoeft 9,<br>20459 Hamburg,<br>Germany   | All countries except India   |
| 48  | M/s. TUV Thuringen e.V.,<br>Business Division Steam and Pressure Technology,<br>Melchendorfer Str. 64,<br>99096 Erfurt,<br>Germany   | Europe   |
| 49. | M/s. SGS-CSTC Standards Technical Services Co. Ltd.<br>9 <sup>th</sup> Building, No. 69,<br>KangQiao Industrial Park, Block 1159,<br>KangQiao East Road, Pudong District,<br>Shanghai-201 319<br>China | China  |
| 50. | M/s Intertek Inspection Services UK Limited<br>(Formerly M/s Moody International Limited)<br>Hayworthe House, Market Place,<br>Haywards Heath, West Sussex,<br>United Kingdom                          | All countries except India   |
| 51. | M/s ABSG Consulting Inc.,<br>16855 Northchase Drive,<br>Houston, TX 77060<br>United States of America  | All countries except India   |

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| 52. M/s. Hartford Steam Boiler Inspection and Insurance Company of Connecticut,<br>One State Street, 8 <sup>th</sup> Floor<br>Hartford, CT 06141-0299<br>U.S.A.            | All countries except India<br>and China                  |
| 53. M/s. Certification Engineers International Limited,<br>D 101-106, First Floor,<br>International Technology Centre,<br>CBD Belapur Station Complex, Navi Mumbai-400 614 | All countries in Europe,<br>Middle East & China          |
| 54. M/s. Det Norske Veritas AS,<br>Veritasveien 1, PO Box 300,<br>N-1322, Hovik,<br>Norway   | Europe, South & North<br>America and Asia (except India) |

## 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

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

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

### **Section 1- Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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

*P. Subathra Devi*  
05/10/2021

For & On behalf of the Principal

**P. SUBATHRA DEVI**  
Deputy Manager  
MM / Services / WC  
BHEL, TRICHY - 620 014.

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place BHEL, TRICHY

Date 05-10-2021

Witness: *[Signature]* 05/10/21

(Name & Address) **R. PACHAMUTHU**  
**Dy. General Manager**  
**MM / Services**  
**BHEL, TRICHY - 620 014.**

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

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

### Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

#### Note:

*No routine correspondence shall be addressed to the IEM (phone/post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) departments officials whose contact details are provided below.*

Details of contact person(s): -

(1)

Name: R.Pachamuthu

Deptt: MM/CPSP&WC

Address: 24 Building, BHEL, Trichy

Phone: 0431-2577741

Email: rpmuthu@bhel.in

(2)

Name: P.Subathra devi

Deptt: MM/WC

Address: 24 Building, BHEL, Trichy

Phone: 0431-2575870

Email: psdevi@bhel.in