

### Technical Specifications

SL. No	Description and Technical Specification of the item	QTY	UNIT	Delivery
1	<b><u>E 9015-B91 SMAW Electrode</u></b> E 9015-B91 SMAW Electrode 4.0 MM ASME SEC.II.C, SFA – 5.5, E 9015-B91 SMAW Electrode as per WCPI – 245/08 Dia 4.0 MM X 350 MM LONG.	30,000.00	KG	120 DAYS



**BHARATH HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPALLI-620 014**  
**WELDING TECHNOLOGY CENTRE**

<b>Doc. Number:</b>	<b>Revision:</b>
WCPI – 245	08

Date 02.08.2022

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:**

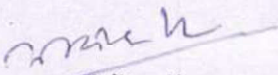
1.1 This purchase instruction prescribes the requirements for non-synthetic Shielded Metal Arc Welding (SMAW) Electrode that conforms to ASME SEC II, Part C, SFA- 5.5, E9015-B91.

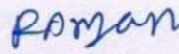
**2.0 GENERAL:**

- 2.1 Electrodes shall be supplied in sizes 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, Class E9015-B91 and all tests, acceptance criteria referred in this document shall be in accordance with this. Additional requirements specified in this document are also to be complied.
- 2.3 The Electrode shall be suitable for Radiography Quality Butt Joint welding of boiler pressure parts of SA387Gr91-Plate, SA335P91-Pipe, SA213T91-Tube, SA182F91-Forging and SA217C12A-Casting material for high temperature creep resistant service.
- 2.4 Every batch of electrode shall be inspected & 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 are to 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 to be made available. Test shall be conducted at any government lab or NABL approved lab or corporate R&D, BHEL, Hyderabad or creep test report shall be countersigned by Inspecting Authority approved by IBR for country of origin.
- 2.6 The electrode shall be of Non-Synthetic type with alloyed core wire that matches with weld metal chemistry.

**3.0 CHEMICAL COMPOSITION:**

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

Prepared:  
  
Aditya Kumar  
SE/WTC

Reviewed & Approved:  
  
R Arivazhagan  
SM/WTC



Carbon	0.08-0.13	Molybdenum	0.85-1.20
Manganese	1.20 Max	Vanadium	0.15-0.30
Silicon	0.30 max	Copper	0.25 Max
Sulphur	0.01 Max	Aluminium	0.04 Max
Phosphorus	0.01 Max	Niobium	0.02-0.10
Nickel	0.80 Max	Nitrogen*	0.02-0.07
Chromium	8.0-10.5	Mn+ Ni	1.20 Max

\*Minimum=(0.5 x Aluminium content+0.03%)

Elements Sb, Sn and As shall be reported.

#### 4.0 RADIOGRAPHIC SOUNDNESS:

4.1 The electrodes with DCEP shall deposit weld metal, which meets Radiographic Soundness requirements specified in ASME Sec.II C, SFA-5.5, E9015-B91.

4.2 The Electrodes shall produce acceptable radiography 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  $760 \pm 15$  °C for 120 minutes shall be as follows. (Tests 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°C : 27 Joules Average( Minimum)  
(Charpy 'V' Notch Impact test) (Single value should be  $\geq 20$ Joules)
- e) Hardness : 195 HV -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/100 grams. Test shall be done as per ASME Sec II C, SFA 5.5, E 9015-B91.

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

##### **9.1 SIZE:**

Electrodes shall be supplied in diameters and lengths as specified in the purchase order.

##### **9.2 COVERING:**

The core wire and covering shall be free of defects and should 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 & GRIP END:**

The arc end of each Electrode shall be sufficiently bare and covering sufficiently tapered to permit easy striking of the Arc. The Grip end shall be bare for a length that is sufficient to provide electrical contact with the Electrode Holder.

##### **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 of bold block type and of a size 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.

#### **10.0 PACKING AND MARKING OF PACKAGES:**

##### **10.1 PACKAGING:**

A standard quantity of electrodes such that the net weight of each package does not exceed 5Kg shall be packed in hermetically sealed containers or moisture proof Cardboard-Polythene encapsulated pockets.

Electrode pockets 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 electrode with net weight, health and safety warnings.

#### **11.0 CERTIFICATION AND TESTING:**

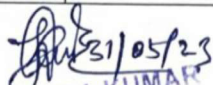
11.1 Batch/Lot classification shall be Class C1 of SFA-5.01 Filler metal procurement guidelines of ASME Sec.II. Part C.

11.2 The level of testing shall be Schedule K 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 of following tests done for compliance to this Purchase Instruction and ASME Sec.II.C, SFA-5.5, E9015-B91 shall be sent. In addition, test certificate shall contain purchase order number with date, quantity and customer name.

11.4 The testing authority shall certify that supplies made against the Batch 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.

Sl. No.	Pre -Qualification Criteria - PR 0133871179	Bidder remark
1	If Bidder is a manufacturer, Confirm "Yes or, No" in bidder remark.	
2	Bidder shall be a manufacturer of the Quoted items or an authorized dealer of the same. If the offer is quoted by agent, letter of authorization or agreement duly signed by the manufacturer is required to consider the offer. Tender Enquiry details must available on Letter of authorization or agreement to consider the offer.	
3	Quoted Welding Consumables Brand Name/Product Name	
4	Quoted Product Catalogue	
5	Manufacturing Plant Address / Mill Address	
6	Manufacturer/Bidder shall submit manufacturing process flow chart (Raw material to finished product) along with offer for Quoted Item.	
7	Manufacturer/Bidder shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure for ISO 9001 or A valid ISO 45001 certificate or Written down procedure for Quality inspection.	
8	Manufacturing Plant capacity for SMAW E9015-B91 electrode.	

  
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 BHEL, TRICHY - 620 014  
 Seal and Sign of Authorized Person

  
**R. ARIVAZHAGAN**  
 Senior Manager  
 Welding Technology Centre  
 BHEL, TRICHY - 620 014

Sl. No.	Pre -Qualification Criteria – PR 0133871179	Bidder remark
9	Bidder should confirm and full fill the WCPI- 245/08. Any deviation from the Specification are to be mentioned in the "Bidder remark Space". If There is no deviation vendor should indicate "No Deviation".	
10	Seal and sign the WCPI- 245/08 for confirmation.	
11	WCPI- 245/08 (E9015-B91) Diameter details and Length details	
12	Valid IBR certificate status to be provided for E9015-B91 or, Original test certificates in English countersigned by Inspecting Authority (latest) approved by IBR for country of origin.	
13	Manufacturer/Bidder shall have successful experience for supplying of E9015-B91 to any govt. Organizations/ PSUs/ Public Ltd./ Company/Reputed Industries etc. Purchase orders copies/ related documents to be submitted along with offer to consider the offer.  Note: <u>Successful experience means – supplied and accepted.</u>	

  
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Seal and Sign of Authorized Person

**Annexure – A- Additional Terms and Conditions for GeM Enquiry**

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

<b><i>To be filled by bidder</i></b>		
<b>Description of the Equipment:</b>		
<b>GeM Tender No. &amp; Date</b>		
<b>Name of the firm (Bidder)</b>		:
<b>Address</b>		:
<b>Contact details</b>	<b><u>Contact person 1</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b> <b><u>Contact person 2</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>	
<b>Offer/Quotation reference with date</b>		:
Sl. No	Terms and conditions	Vendor's confirmation
1.	<b>Technical:</b> Supply of E 9015 - B91 SMAW Electrode 4 MM shall be as per technical Specifications attached with the enquiry. Bidder shall comply the technical specification as per the enquiry. Any clarifications/deviations to the specification requirements are to be clearly indicated in the above format. Hidden deviations indicated elsewhere in the offer will not be evaluated.	
2.	<b>Pre-qualification requirement:</b> Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-B). Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.	
3.	Inspection by BHEL/as per Technical specification(if any).	
4.	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.	
5.	Evaluation of tender will be item wise.	
6.	<b>Payment terms:</b> <ol style="list-style-type: none"> <li>1. Payment terms for Non MSME Suppliers: Within 90 days after CRAC</li> <li>2. Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender.</li> <li>3. Payment terms for Micro &amp; Small Enterprises (MSEs): Within 45 days after CRAC. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of MSE.</li> </ol>	

	<p>4. Payment terms for Medium Enterprises: Within 60 days after CRAC. To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of Medium Enterprises.</p> <p><b>Payment shall be as per above terms.</b></p> <p>This a mandatory deemed accepted clause if you are submitted your offer through GeM. <b>Any deviation in this clause anywhere in the offer will be ignored. If a supplier has submitted their offer against this enquiry, it shall be construed that they have accepted the above payment terms relevant to their MSME category without any deviation</b> (Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender).</p> <p>In case of Auto PRC/CRAC, Payment due date shall be calculated from CRAC date or material acceptance date by BHEL whichever is later.</p>	
7.	<p><b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
8.	<p><b>Liquidated Damages:</b> LD terms shall be as per GeM General Terms and Conditions. Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/e-waybill/Railway Receipt date, whichever is later will be considered for LD calculation.</p>	
9.	<p><b>Delivery term:</b> The quote shall be on FOR BHEL Trichy destination basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under Supplier scope.</p>	
10.	<p><b>Performance Bank Guarantee:</b> Not Applicable</p>	
11.	<p>If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.</p>	
12.	<p><b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	
13.	<p><b>Kindly Indicate the HSN Code for all items</b></p>	HSN CODE : _____
14.	<p>Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, freight etc. Transit Insurance is under Supplier scope.</p> <p><b>Please indicate the applicable GST %, P &amp; F and freight cost (in % of material cost), which is included in your quoted rate in GeM portal.</b></p>	GST in %:_____
15.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> <li>01. Covering letter</li> <li>02. Unpriced offer.</li> <li>03. Filled up and signed technical specification (GeM Tender catalogue).</li> <li>04. Filled BHEL Terms and condition sheet (Annexure-A).</li> <li>05. Filled Annexure-B - PQR along with supporting documents.</li> <li>06. Documents required along with offer as per technical specification</li> <li>07. Product Catalogues (if any).</li> <li>08. MSE UDYAM Certificate (if applicable).</li> <li><b>09. Self-certification for local content declaration as per Make</b></li> </ol>	

	<p style="text-align: center;"><b>In India Policy</b></p> <p style="text-align: center;"><b>10. Signed Integrity Pact</b></p> <p><b>Note:</b> All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.</p>	
16.	<p><b>Inspection and testing requirements:</b></p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL Technical specifications in the enquiry. All test certificates are to be submitted while supply. If required by BHEL, test certificates to be produced before supply.</p>	
17.	<p>Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.</p>	
18.	<p><b>PACKING AND MARKING:</b></p> <p>The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).Also, Supplier to comply for packing &amp; marking as per Technical specification.</p>	
19.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) &amp; Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal &amp; IRN.</p>	
20.	<p>All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p>	
21.	<p>Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> <li>• Vendor declaring such invoice in their GSTR-1 Return/ IFF</li> <li>• Receipt of Goods or Services and Tax invoice by BHEL.</li> </ul>	
22.	<p>As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small &amp; Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).</p>	
23.	<p>In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN</p>	

	portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
24.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
25.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
26.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
27.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.	
28.	<p>As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores.</p> <p>Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discontinue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onward.</p> <p>We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the Income Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted.</p> <p>For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CCA of Income-tax act.</p>	
29.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.	
30.	<p><b>BILL PROCESSING METHOD:</b></p> <p>Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch.</p>	
31.	<p><b>MSE /START-UP VENDOR:</b></p> <p><i>UDYAM Registration certificate shall be submitted by MSE vendors to</i></p>	

	<i>avail MSE benefits. Start-up category certificate shall be submitted by start-up companies to avail exemption in Annual Turnover/Past experience if PQC stipulates requirement of Annual Turnover/Past experience.</i>	
32.	<p><b>Make in India Policy:</b> Refer the Tender document regarding public procurement policy (Preference to Make in India), Order 2017. "Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location(s) at which the local value addition is made."</p>	
33.	BHEL has the right to test the materials at BHEL works, if required. If supplied materials are found not acceptable, then BHEL will inform to re-supply the materials as per tender specification mentioned in Purchase Order. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity.	
34.	<p>The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a></p>	
35.	<p><b>Fraud Prevention Policy</b> Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
36.	<p><b>Risk purchase clause:</b> a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier. c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p>	

	iv. GST will be applicable to the amount recoverable under risk purchase	
37.	<p><b><u>CONFLICT OF INTEREST:</u></b></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; <b>or</b></p> <p>b) they receive or have received any direct or indirect subsidy financial stake from any of them; <b>or</b></p> <p>c) they have the same legal representative/agent for purposes of this bid; <b>or</b></p> <p>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> <b>or</b></p> <p>e) Bidder participates in more than one bid in this bidding process, Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> <b>or</b></p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal;</li> </ol> <p style="text-align: center;"><b>or</b></p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, <b>or</b></p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/Management, only one unit shall quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/ management units in same/similar line of business.</p>	
38.	<p><b><u>Set off :</u></b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.</p>	
39.	<p><b><u>Cartel Formation:</u></b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having</p>	

	indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
40.	The following documents are to be sent along with consignment to store: One Duplicate for Transporter copy of tax invoice + one extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill+ Test Certificates (if applicable).	
41.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded in GeM portal while updating dispatch details in GeM portal	
42.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer	
43.	Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.	
	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.</li> <li>3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>4. <b>Any other commercial terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general terms and conditions only.</b></li> </ol>	

## / On Bidder's office letter pad /

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05.2019 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (..... %) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

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.

For Company Name:

Seal:

Signature:

Date:

Place:

**Note:**

" Local Content "means the amount of value added in India which shall ,unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured(excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties) as a proportion of the total value, in percent. "Local Supplier "means a supplier or service provider whose product or service offered for procurement meets the minimum local content.

# The above declaration shall be submitted mandatorily along with the offer in company letter head with seal & signature.

(Please fill all the yellow color field)

## **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 Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

(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: M Kurinjarasi

Deptt: MM/WC & CPSP

Address: 24 Building, BHEL, Trichy

Phone: 0431-2577597

Email: kurinji@bhel.in

(2)

Name: Sonu Majhi

Deptt: MM/ WC & CPSP

Address: 24 Building, BHEL, Trichy

Phone: 0431-2575636

Email: sonu@bhel.in

Annexure-1

**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.

M KURINJIARAS Digitally signed by M KURINJIARAS  
Date: 2023.06.12 12:27:53 +05'30'

For & On behalf of the Principal  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: SONU MAJH Digitally signed by SONU MAJH  
Date: 2023.06.12 12:35:42 +05'30'  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_