

Technical Specifications

SL. No	Description and Technical Specification of the item	QTY	UNIT	Delivery
1	<p>GTAW ROD FOR SUPER 304H DIA 2.4 MM / 2.5 MM</p> <p>GTAW Filler Rod for welding of Super 304H material (SA213 UNS S30432).</p> <p>Diameter 2.40/2.50 mm and 1000 mm long in accordance with WCPI-128/00 and chemical composition as per 'TYPICAL CHEMICAL COMPOSITION FOR 304H'.</p> <p>Imprinting/embossing at both the end of the rod is required for positive identification.</p> <p>Special Note 1: Inspecting Authority (under the Indian Boiler Regulations, 1950) sign and seal is required on test certificate. Enclosed - Inspecting Authorities List for reference.</p> <p>Special Note 2: Test Certificate Should Have PO details, Supplied quantity, Batch/Lot Number, Brand Name, Manufacturer name, Manufacturing address, Rod diameter and length, Chemical composition as per 'TYPICAL CHEMICAL COMPOSITION FOR 304H', RT, Usability, Batch/lot classification, level of testing, Customer Name (BHEL Trichy).</p>	5000.00	KG	180 DAYS

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Sl. No.	Pre – Qualification Criteria PR 0147216194	Bidder remark
1	If Bidder is a manufacturer, Kindly comment in bidder remark.	
2	<p>Bidder shall be a manufacturer of the Quoted items or an authorized dealer of the same.</p> <p>If the offer is quoted by authorized dealer, letter of authorization or agreement duly signed by the manufacturer is required to consider the offer.</p> <p>Tender Enquiry details must available on Letter of authorization or agreement to consider the offer.</p>	
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	Bidder/Manufacturer 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 for quoted material.	
8	Manufacturing Plant/Mill capacity for quoted material.	

Seal and Sign of Authorized Person

Sl. No.	Pre –Qualification Criteria PR 0147216194	Bidder remark
9	<p>Any deviation from the Specification are to be mentioned in the “Bidder remark Space”.</p> <p>If There is no deviation vendor should indicate “No Deviation”.</p>	
10	Shall confirm to Technical Specifications	
11	<p>Diameter details</p> <p>Length details</p>	
12	<p>Inspecting Authority (under the Indian Boiler Regulations, 1950) sign and seal is required on test certificate.</p> <p>Enclosed - Inspecting Authorities List for reference.</p>	
13	Seal and Sign on WCPI for Technical Specification Confirmations.	
14	<p>Test Certificate Should Have PO details, Supplied quantity, Batch/Lot Number, Brand Name, Manufacturer name, Manufacturing address, Rod diameter and length, Chemical composition as per 'TYPICAL CHEMICAL COMPOSITION FOR 304H' , RT ,Usability , Batch/lot classification , level of testing, Customer Name(BHEL Trichy)</p>	

Seal and Sign of Authorized Person

'TYPICAL CHEMICAL COMPOSITION FOR 304H'.

TYPICAL CHEMICAL COMPOSITION FOR Super 304H AS BELOW:		
C -	0.07- 0.13	(Percentage)
Si -	0.90	(maximum percentage)
Mn -	2.5- 4.0	(percentage)
P -	0.03	(maximum percentage)
S -	0.03	(maximum percentage)
Cu -	2.5 - 3.5	(Percentage)
Ni -	14.5 - 18	(Percentage)
Cr -	17- 20	(Percentage)
Mo -	0.7 - 1.3	(Percentage)
Nb (Nb may be reported as Nb+Ta) -	0.3 -1	(Percentage)
N -	0.05 -0.25	(Percentage)
If the presence of unspecified elements is indicated in the course of this work, the amount of those elements shall be determined to ensure that their total, excluding iron, does not exceed 0.50%.		
Fe -	Balance	(Percentage)
Note:		
1- Single values shown are maximum percentages.		
2- Bidder to provide chemical composition of welding consumable for this offer. BHEL reserves the right to accept or reject based on chemical composition provided by the bidder.		
3- The rods are intended for use as filler rod for radiographic quality butt welded joints in high pressure boiler tubes of Super 304H material (SA213 UNS S30432).		

Seal and Sign

*Prepared by
06/22/22
R34583*

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

Doc. Number: WCPI – 128

Revision No.: 00

Date: 01.10.2013

**WELDING CONSUMABLE PURCHASE INSTRUCTION FOR
WELDING OF SUPER 304H MATERIAL BY GTAW BARE SOLID FILLER ROD**

1.0 GENERAL:

- 1.1 The rods shall be supplied in sizes and quantities as specified in the purchase order.
- 1.2 The rods are intended for use as filler rod for radiographic quality butt welded joints in high pressure boiler tubes of Super304H material.

2.0 USABILITY AND RADIOGRAPHIC SOUNDNESS:

The rod when used as filler in GTAW with 100 % Argon shielding shall deposit weld metal that flows freely, uniformly without sputter or any other defects and shall exhibit excellent wetting characteristics. The resultant weld metal shall be smooth and uniform with no visible evidence of cracks/porosity or other defects and shall meet radiographic soundness requirements.

3.0 FORM & SIZE:

The rods shall be supplied in straight lengths of 1000 mm +15,-0 mm and as specified in the purchase order. The tolerance on diameter shall be as per SFA-5.02.

4.0 FINISH & UNIFORMITY:

The rods shall meet the requirements of clause 17.1 of SFA-5.28. The rod shall be furnished with a bright finish and chemically cleaned.


5.0 IDENTIFICATION:

Each rod shall have the classification/brand/trade designation marked or embossed on both ends for positive identification.

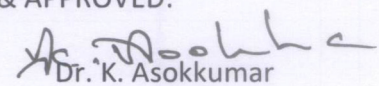
6.0 MARKING:

The rods shall meet the requirements of clause 4.6 of SFA-5.02.

PREPARED:


S. Singaravelu
DGM / WTC

REVIEWED & APPROVED:


Dr. K. Asokkumar
AGM/WTC



7.0 PACKAGING:

7.1 Rods of the same size and batch/lot shall be packed in water resistant plastic tube shaped cartons. Each tube carton shall weigh not more than 10 Kg. The cartons shall be provided with watertight lid to ensure waterproof during transit & storage. Tube cartons shall be packed in waterproof boxes with crates so as to ensure no damage during shipment and normal storage conditions. Weight of each crate shall not exceed 1000kg.

7.2 The cartons shall have product information as per clause 4.6 of SFA-5.02

8.0 TESTING & CERTIFICATION:

8.1 Each consignment of rods supplied shall be from one batch only.

8.2 Batch/lot classification shall be Class S1 as per SFA-5.01 filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition and Addenda)

8.3 The level of testing shall be Schedule K as per SFA-5.01 filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition and Addenda)

8.4 Three copies of original test certificates in English signed by manufacturer giving details of the tests done in compliance with this purchase instruction shall be sent. In addition, test certificate shall contain purchase order number, quantity and customer name.

INSPECTING AUTHORITIES

Sl. No.	Name of Inspecting Authority	Area of Operation
1.	Director of Boilers, Andhra Pradesh	Andhra Pradesh
2.	Chief Inspector of Boiler, 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, Daman & Diu and Dadra & Nagar Haveli	Daman & Diu and Dadra & Nagar Haveli
7.	Chief Inspector of Boilers, Delhi	N.C.T.D.
8.	Chief Inspector of Boilers, Goa	Goa
9.	Director of Boilers, Gujarat	Gujarat
10.	Chief Inspector of Boilers, Haryana	Haryana & Chandigarh
11.	Chief Inspector of Boilers, Himachal Pradesh	Himachal Pradesh
12.	Chief Inspector of Boilers, Jharkhand	Jharkhand
13.	Director of Boilers, Karnataka	Karnataka
14.	Director of Boilers, Kerala	Kerala
15.	Director of Boilers, Madhya Pradesh	Madhya Pradesh
16.	Director of Boilers, Maharashtra	Maharashtra
17.	Chief Inspector of Boilers, Meghalaya	Meghalaya

Sl. No.	Name of Inspecting Authority	Area of Operation
18.	Chief Inspector of Boilers, Manipur	Manipur
19.	Chief Inspector of Boilers, Mizoram	Mizoram
20.	Chief Inspector of Boilers, Nagaland	Nagaland
21.	Director of Boilers, Odisha	Odisha
22.	Director of Boilers, Punjab	Punjab
23.	Chief Inspector of Boilers, Puducherry	Puducherry
24.	Chief Inspector of Boilers, Rajasthan	Rajasthan
25.	Director of Boilers, Tamil Nadu	Tamil Nadu
26.	Director of Boilers, Telangana	Telangana
27.	Chief Inspector of Boilers, Tripura	Tripura
28.	Director of Boilers, Uttar Pradesh	Uttar Pradesh
29.	Chief Inspector of Boilers, Uttarakhand	Uttarakhand
30.	Director of Boilers, West Bengal	West Bengal
31.	Chief Inspector of Boilers, Andaman & Nicobar Islands	Andaman & Nicobar Islands
32.	M/s LRQA Inspection Services India LLP (Formerly, M/s Lloyd's Register Marine and Inspection Services India LLP) Solitaire Corporate Park, Unit No. 1241, Building No. S-12, 4 th Floor, Guru Hargovindji Marg, Andheri-Ghatkopar Link Road, Andheri(East), Mumbai-400 093	Whole of India

Sl. No.	Name of Inspecting Authority	Area of Operation
33.	Bureau Veritas (India) Private Limited 72 Business Park, 8th floor, Marol Industrial Area, Opposite Seepz Gate No. 2, MIDC CrossRoad "C", Andheri - (East), Mumbai - 400 093, INDIA	Whole of India
34.	M/s Apave TIV India Private Limited, Lakhani's Centrium, 6th Floor, Plot No. 27, Sector 15, CBD Belapur, Navi Mumbai – 400614 Maharashtra	Whole of India
35.	M/s TÜV India Pvt. Limited (TUV Nord Group) 801, Raheja Plaza-1, L.B.S. Marg, Ghatkopar(West), Mumbai-400 086	Whole of India
36.	M/s Intertek India Pvt. Limited E-20, Block-B1, Mohan Co-operative Industrial Area, Mathura Road, New De lhi-110 044	Whole of India
37.	M/s TÜV SÜ D South Asia Pvt. Ltd. TÜ V SÜ D House, Off Saki Vihar Road, Saki Naka, Andheri (East), Mumbai-400 072	Whole of India
38.	M/s HSB International (India) Private Limited, Unit 404, 4 th Floor, "Ozone", Vikram Sarabhai Mills Compound, Sarabhai Road, Vadodara-390 003 Gujarat	Whole of India
39.	M/s DNV Business Assurance India Pvt. Ltd., Equinox Business Park, Tower 3, 3 rd Floor., LBS Marg, Kurla (W), Mumbai-400070	Whole of India
40.	M/s IRCLASS Systems and Solutions Pvt. Ltd., Industrial Services, 6th floor, 52-A Adi Shankaracharya Marg, Powai, Mumbai-400072	Whole of India

Sl. No.	Name of Inspecting Authority	Area of Operation
41.	M/s Certification Engineers International Limited, Engineers India Bhawan, First Floor, Plot No. 85, Sec-11, Kharghar, Raigad Dist., Navi Mumbai-410 210 Maharashtra	Whole of India
42.	M/s TUV Rheinland (India) Private Limited, Graphix Tower (Ground Floor), Plot No. 13A, Sector-62, Noida-201301, Uttar Pradesh	Whole of India
43.	M/s TÜ V Nord Systems GmbH Co.KG Langemarckstr 20, D-451141 Essen, GERMANY	All countries except India
44.	M/s Japan Inspection Company Limited RBM Higasghi Yaesu Bldg. 10F, No. 2-9, I-Chome, hatchobori, Chou-ku Tokyo, 104-0032, Japan	All countries in Asia except India
45.	M/s S.G.S. Korea Company Ltd. Industrial Division, 50, sinsan-ro 29 beon-gil Saha-gu, Busan, Korea (49439)	Korea & Japan
46.	M/s Bureau Veritas SA, La defense, 8, Cours du Triangle, 92800 Puteaux France	All countries except India
47.	M/s LRQA Verification Limited, 1 Trinity Park, Bickenhill Lane, Birmingham B37 7ES, United Kingdom	All countries except India
48.	M/s TÜ V Rheinland AG Am Grauen Stein, D-51105 Koln, Germany	All countries except India

Sl. No.	Name of Inspecting Authority	Area of Operation
49.	M/s OOO “TekhnoLogicheskieEnergosistime” Office 18, Floor-1, 109, Vezelskaya, Belgorod, 308015 Russia	Europe including Russia, USA and China
50.	M/s ARISE Boiler Inspection & Insurance Company Risk Retention Group Grand Bay 1, 7000 South Edgerton Road Suite 100, Breeksville OH 44141 USA	USA & Canada
51.	M/s TÜ V SUD Industrie Service GmbH Westendstr, 199 80686 Munich Germany	All countries except India
52.	M/s TÜ V Thüringen e.v., Service Centre Erfurt, Melchendorfer Str. 64 99096 Erfurt, Germany	Europe & China
53.	M/s SGS-CSTC Standards Technical Services Co. Ltd. 9 th Building No. 69, KangQiao Industrial Park, Block 1159, KangQiao East Road, Pudong District, Shanghai-201 319 China	China
54.	M/s Intertek Inspection Services UK Limited 5 th Floor, 35 Perrymount Road, Haywards Heath, West Sussex, RH16 3BW, United Kingdom	All countries except India
55.	M/s Apave S.A. (Formerly, M/s ABSG Consulting Inc.) 6 rue du General Audran, 92400 Courbevoie, France	All countries except India
56.	M/s The Hartford Steam Boiler Inspection and Insurance Company, One State Street, P.O. Box 5024, Hartford, CT 06102-5024 U.S.A.	All countries except India
57.	M/s SGS-TÜ V Saar GmbH Am TUEV 1, D-66280 Sulzbach Germany	Europe

Sl. No.	Name of Inspecting Authority	Area of Operation
58.	M/s Swiss Approval Korea Co. Ltd., 1108, 21, Centum 6-ro, Haeundae-gu, Busan, Republic of Korea	South Korea
59.	M/s Certification Engineers International Limited, Engineers India Bhawan, First Floor, Plot No. 85, Sec-11, Kharghar, Raigad Dist., Navi Mumbai-410 210 Maharashtra	All countries except India
60.	M/s TUV-Thuringen-Promservice LLC, 5 Koroleva str., Office 13, Nakhabino work settlement, Moscow Region, 143430 Russia	Belarus, Belgium, China, Czech Republic, Iran, Poland, Romania, Russia, South Korea, Turkey, Ukraine, Uzbekistan, Kazakhstan

Note: As per IBR-1950, Regulation 4H(2)(v), an Inspecting Authority may also work as a Competent Authority for in-house certification of welders.

Annexure – A- Special Conditions for GeM Enquiry

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

<i>To be filled by bidder</i>		
Description of the item/Equipment:		
GeM Tender No. & Date		
Name of the firm (Bidder) :		
Address :		
Contact person 1 Name: Designation: Office Phone: Mobile: e-mail:		Contact person 2 Name: Designation: Office Phone: Mobile: e-mail:
SI	Terms and conditions/Details required	Vendor's confirmation
1.	Indicate the MSME status of the bidder. MICRO/SMALL/MEDIUM/Non-MSME. Note: Udyam certificate to be uploaded in proof of above. If it is indicated as "For availing benefits of Priority Sector Lending(PSL) ONLY" in Udyam certificate, then no MSME benefit will be considered for this tender.	
2.	Payment terms shall be as per clause 9 of Buyer Added Bid Specific Additional Terms & Conditions for this tender. Confirm your acceptance for the payment terms relevance to your MSME status indicated above.	
3.	Liquidated Damages shall be as per clause 18 of Buyer Added Bid Specific Additional Terms & Conditions. Confirm your acceptance.	
4.	Offers from Indigenous supplier will be considered only if they have a valid GST registration certificate. Please Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	GST No. _____
5.	Performance Bank Guarantee: Not Applicable	
6.	HSN Code for the quoted items	HSN CODE : _____
7.	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P&F, freight etc. Transit Insurance is under Supplier scope. Please indicate how much GST percentage is included in quoted price.	GST in %: _____
8.	All the terms and conditions in Buyer Added Bid Specific Additional Terms & Conditions of this tender are read, understood and agreed by the vendor without any deviation. Vendor to confirm.	
9.	Duly filled, signed and stamped copies of the annexures as indicated in clause 31 of Buyer Added Bid Specific Additional Terms & Conditions of the enquiry are to be provided in the letter head of the Supplier. Please fill the annexures with GeM enquiry number, Item description and your company name wherever required. Also please Tick the appropriate option wherever required.	

Vendor's Seal & Signature

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS	Not applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Submission of Udyam certificate as specified in Tender (applicable in case of MSME supplier)	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO

xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Treatment of cases regarding conflict of interest as per Annexure – 20	Applicable/ Not Applicable	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of
authorized representative of the
bidder)**

Date:

Place:

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM Bid Specification No:

I/We, _____ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref: 1) GeM Bid No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL, Trichy is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s who are submitting offer for providing Supply/services to BHEL, Trichy against GeM Bid No..... hereby undertake to comply with the following in line with Information Security Policy of BHEL, Trichy.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, Trichy.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

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.

b)

S.no	SI IEM Email	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.) iem3@bhel.in	iem3@bhel.in

c) 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.

d) 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 persons:

1)

Name : E M Mahesh

Dept : MM/WC & CPSP

Address:24Building, BHEL Trichy

Phone:0431-2576871

Email : emmahesh@bhel.in

(2)

Name : Sonu Mahji

Dept : MM/WC & CPSP

Address:24Building, 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s)..
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs hisfunctions 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would

look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc..

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.

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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

Digitally signed
 MAHESH M
 For & On behalf of MAHESH M
 (Office Seal)
 Date: 2026.04.07
 08:50:28 +05'30'

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

SAMIAPPAN
 SUBRAMANIAN

Digitally signed by SAMIAPPAN
 SUBRAMANIAN
 Date: 2026.04.07 08:55:15 +05'30'

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

DECLARATION

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s

Supplier

Code:

Address:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER
2017 DATED 04TH**

JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....
(specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the
Bidder)**

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) GeM Bid Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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 indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

(Signature, Date & Seal of Authorized
Signatory of the Bidder)