

**Item Details****Supply of SMAW E9018G Electrodes**

<b>SI No</b>	<b>Material</b>	<b>Quantity</b>
1	E9018G SMAW Electrode Dia 2.5 X L 350 mm	1000 kg
2	E9018G SMAW Electrode Dia 3.2 X L 450 mm	2100 kg
3	E9018G SMAW Electrode Dia 4.0 X L 450 mm	18900 kg
4	E9018G SMAW Electrode Dia 5.0 X L 450 mm	9000 kg

**Note:**

1. Technical delivery conditions as per ATMW-TDC-E9018G rev 02 and Special instructions.
2. Before start of manufacturing, the supplier shall prepare a QAP of manufacturing activities as per the suggestive detailed QAP (Annexure – QAP) and submit to BHEL for approval.
3. The manufacturing of consumables shall start only after approval of QAP.
4. Manufacturing of the welding consumables as per ASME section II Part C and ASME section III Part NB. Lot class C3 as per ASME section II Part C shall be followed.
5. Clearance to be obtained from BHEL before despatch of bulk quantity.

**BHARAT HEAVY ELECTRICALS LIMITED  
PURCHASE / ATP  
BHEL / TRICHY-620 014.**

**ANNEXURE-A Rev 00  
ENQ.No. 2612200038**

Dt.21-12-2022

**Enquiry Terms & Conditions for Supply of SMAW E9018G Electrodes**

**Note:** This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill (or) principal and submitted along with Technical bid.

**Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).**

SI No	BHEL Requirements	Supplier Comments															
01	<p><b>Material specification:</b> Supply of <b>SMAW E9018G Electrodes</b> shall be made strictly as per <b>technical specification ATMW-TDC-E9018G Rev 02</b> and in compliance to the requirements of the documents listed below. Item details as below.</p> <p>a. Special instructions/ conditions along with:</p> <ol style="list-style-type: none"> <li>i. Annexure-QAP</li> <li>ii. Annexure-P (Additional Details)</li> <li>iii. Annexure-WP (Suggestive parameters for welding test coupons)</li> <li>iv. Material Sampling and Testing Plan – MSTP</li> <li>v. Annexure DWT (Procedure for sample preparation for Drop Weight Test for welds)</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SI No</th> <th style="text-align: center;">Material</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>E9018G SMAW Electrode Dia 2.5 X L 350 mm</td> <td style="text-align: center;">1000 kg</td> </tr> <tr> <td style="text-align: center;">2</td> <td>E9018G SMAW Electrode Dia 3.2 X L 450 mm</td> <td style="text-align: center;">2100 kg</td> </tr> <tr> <td style="text-align: center;">3</td> <td>E9018G SMAW Electrode Dia 4.0 X L 450 mm</td> <td style="text-align: center;">18900 kg</td> </tr> <tr> <td style="text-align: center;">4</td> <td>E9018G SMAW Electrode Dia 5.0 X L 450 mm</td> <td style="text-align: center;">9000 kg</td> </tr> </tbody> </table> <p><b>Note:</b> Quantity tolerance for supply is +0/-5%, which is inclusive of the pilot lot quantum meant for testing at BHEL, but excluding quantum of materials for testing at supplier's works.</p>	SI No	Material	Quantity	1	E9018G SMAW Electrode Dia 2.5 X L 350 mm	1000 kg	2	E9018G SMAW Electrode Dia 3.2 X L 450 mm	2100 kg	3	E9018G SMAW Electrode Dia 4.0 X L 450 mm	18900 kg	4	E9018G SMAW Electrode Dia 5.0 X L 450 mm	9000 kg	
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02	<p><b>Specification, Size &amp; Quantity:</b></p> <ol style="list-style-type: none"> <li>a) All the <b>SMAW 9018G Electrodes</b> are to be supplied fully meeting the <b>technical specification</b> and other conditions as stipulated in the documents listed in the clause above. If there is any deviation, the same should be mentioned clearly in the offer itself.</li> <li>b) <b>Supply quantity tolerance</b> - Quantity tolerance for supply is +0/-5%, which is inclusive of the pilot lot quantum meant for testing at BHEL, but excluding quantum of materials for testing at supplier's works.</li> <li>c) Offer will be evaluated on <b>package basis</b>. Supplier shall quote accordingly.</li> <li>d) Inspection agency for Indigenous suppliers – BHEL &amp; NPCIL.</li> <li>e) Inspection agency for import suppliers - BHEL &amp; NPCIL or NPCIL appointed third party inspection (TPI) agency.</li> <li>f) Point wise confirmation for ATMW-TDC-E9018G Rev 02 and other listed documents are to be mandatorily filled &amp; signed by the bidder and to be uploaded in NIC portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) along with Technical Bid (Part 1 bid).</li> <li>g) Suppliers shall submit the in-house manufacturing and testing facility along with offer in Part-I bid.</li> <li>h) In addition to the technical specification requirements, suppliers shall meet the Pre-Qualification Requirements (refer Pre Qualifying Requirement and Special Conditions Annexure-CF) for the above procurement enclosed herewith. Please submit all the required documents in line with the respective PQR. The offers of the suppliers who fail to do so will be liable for rejection</li> </ol>																

	<p>i) <b>Review, Witness and Hold Points in Quality Plan would mean,</b></p> <p><b>Review</b> – All relevant records pertaining to the process/ activity should be produced to BHEL &amp; NPCIL, as the case may be, for verification.</p> <p><b>Witness</b> – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL &amp; NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL &amp; NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL &amp; NPCIL further processing/ activity could be done.</p> <p><b>Hold</b> – BHEL &amp; NPCIL witness &amp; clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL &amp; NPCIL for the current stage.</p>	
03	<p><b>Offer Submission:</b></p> <p>a. This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date &amp; time of the enquiry through NIC (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only.</p> <p>b. Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) ONLY.</p> <p>c. Scanned copy of the filled Annexure A- (this document), Tender documents etc., shall be uploaded in the EPS portal.</p> <p>d. Sealed cover Bids/ E-Mails / Fax / Manual Offers will not be accepted.</p> <p>e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites,  <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  <a href="http://www.bhel.com/tender/">http://www.bhel.com/tender/</a></p> <p>f. Acceptance of offer will be subject to existing customer approval.</p>	
04	<p><b>Reverse Auction</b></p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p>	
05	<p><b>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</b></p> <p>Bidder shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING &amp; ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.</p>	
06	<p><b>Validity:</b></p> <p>The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.</p>	
07	<p><b>Delivery:</b></p> <p>The offer shall clearly indicate delivery period in <b>fixed number of weeks/Months</b> from the date of approval of QP &amp; related documents against the Purchase Order. Our <b>delivery requirement is within 90 days</b> from the date of final document approval/ manufacturing clearance from BHEL.</p> <p>Post ordering the entire ordered quantity shall be manufactured by the supplier with the approved QAP. From the manufactured lot, a pilot quantity (selected by BHEL and NPCIL-through physical visit) shall be delivered to BHEL Trichy for Lot Qualification.</p> <p>Based on successful qualification meeting all requirements of TDC, dispatch clearances for the bulk quantity of the consumable will be given.</p> <p>The supplier shall preserve the bulk quantity of the consumable Lot at his work in good condition till dispatch Clearance.</p>	

	<p>The quoted delivery period shall include time for manufacturing, testing, inspection at vendor works and dispatch. But the period shall be excluding the duration from the date of shipment of Pilot lot to the day BHEL provides dispatch clearance for bulk quantity. In case of pilot lot rejection, remanufacturing and inspection at vendor works would also be within the quoted delivery period. Pls note for any delay by BHEL, delivery period would be extended for the delayed period.</p> <p>Notwithstanding anything contained in contrary, including but not limited to the provisions relating to extension of time and Liquidated Damages, time shall be the essence of the Contract.</p>	
08	<p><b><u>Goods and Service Tax (GST)</u></b></p> <p><b><u>Indigenous suppliers:</u></b></p> <ul style="list-style-type: none"> <li>• 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 unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.</li> <li>• 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.</li> <li>• All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</li> <li>• Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> <li>o Vendor declaring such invoice in their GSTR-1 Return/ IFF</li> <li>o Receipt of Goods or Services and Tax invoice by BHEL</li> </ul> </li> <li>• 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 under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST 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).</li> <li>• 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 portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</li> <li>• 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</li> <li>• 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.</li> <li>• 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.</li> <li>• 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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</li> <li>• GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.</li> </ul>	

09	<p><b>Terms of delivery:</b></p> <ul style="list-style-type: none"> <li>Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing &amp; forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered).</li> <li>The soft copies of the Invoice, LR copy, E-waybill, Warrantee Certificate &amp; Test certificates shall be forwarded to BHEL immediately after dispatch.</li> </ul>	
10	<p><b>Acceptance of materials supplied:</b></p> <ol style="list-style-type: none"> <li>The supply shall strictly be as per the specifications in the tender /purchase order.</li> <li>Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</li> <li>The acceptance or otherwise of the pilot lot, either in full or part, will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.</li> <li>In case of rejection of the pilot lot, the supplier shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</li> <li>The supplier shall be given maximum one opportunity to replace the rejected items.</li> <li>In case of rejection of the pilot lot, either part or full, if the supplier fails to replace the rejected items with the items meeting the TDC as per the tender within 45 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the extant Guidelines of the company would be taken against such supplier.</li> <li>In case of rejection of any of the delivered lots, either part or full, during the warranty period, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the extant Guidelines of the company would be taken against such supplier.</li> <li>In case of rejection of the pilot lot either part or full, or rejection of any of the delivered lots either part or full during the warranty period, the cost of testing would be recovered from the supplier</li> </ol>	
11	<p><b>Payment terms:</b> <b>Indigenous:</b></p> <p>For Micro &amp; Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of receipt and acceptance of materials.</p> <p>For Medium Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 60 days from the date of receipt and acceptance of materials.</p> <p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials</p> <p><b>Offers with payment terms as Advance Payment &amp; LC at Sight are liable for rejection.</b> <b>Note:</b> Pilot lot will be paid along with main supply.</p>	
12	<p><b>Liquidated Damages:</b></p> <ol style="list-style-type: none"> <li>Time is the essence of the contract.</li> <li>The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</li> <li>In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. GST will be applicable on the deducted LD.</li> <li><b>LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.</b></li> <li>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</li> </ol>	
13	<p><b>Risk Purchase clause:</b></p> <ol style="list-style-type: none"> <li>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.</li> </ol>	


	<p>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.</p> <p>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> <li>i) from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>ii) from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ul> <p>d) GST will be applicable for the amount recoverable under Risk Purchase Clause.</p>	
14	<p><b><u>Warranty:</u></b> Supplier to accept warranty for the material for 48 months from the date of supply in line with TDC.</p> <p>Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.</p>	
15	<p><b><u>Non-Disclosure Agreement(NDA):</u></b> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
16	<p><b><u>Intellectual Property Right</u></b> The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods &amp; services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
17	<p><b><u>Evaluation Criteria:</u></b> The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><b>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term &amp; LD (C) + Loading for any other aspects (D)- Applicable input tax credit (E)</b></p> <ul style="list-style-type: none"> <li>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</li> <li>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</li> <li>C. Loading for payment terms &amp; non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</li> <li>D. Loading for any other aspects as mentioned in the Terms &amp; Conditions.</li> <li>E. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</li> </ul> <p>Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding".</p> <p><b><u>Loading for Inspection:</u></b> BHEL Personnel will be at vendor works for Reviewing / Witnessing of stage wise testing, subsequent to notification from supplier on readiness of the respective stages. Presence of two BHEL inspectors at vendor works is required (tentatively) for a duration of 10 days for Non-ASME QSC holders &amp; 4 days for ASME QSE holders.</p> <p>Expense to BHEL for inspection as mentioned above will be loaded to the quoted rate.</p>	
18	<p><b><u>General condition:</u></b> a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.</p>	

	<p>b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc. must be provided along with the supply of Raw materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL &amp; NPCIL.</p> <p>c) Supplier has to submit Quality documents and related test procedures for approval.</p> <p>d) Chemical composition and mechanical test are to be carried out in NABL accredited laboratory only.</p> <p>e) Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be allowed after the tenders are opened.</p> <p>f) BHEL will consider the ranking after the loading is applied wherever deviations are observed.</p> <p>g) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.</p> <p>h) 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 / your purchase order at any stage of execution.</p> <p>i) Offer will be evaluated based on Landed cost to BHEL- Trichy.</p> <p>j) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.</p> <p>k) No payment will be made for the excess quantity.</p> <p>l) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry.</p> <p>m) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.</p> <p>n) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above.</p> <p>o) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>p) In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.</p> <p>q) This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date &amp; time of the enquiry through <b>NIC</b> (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>For any clarification you can contact to <a href="mailto:ijohn@bhel.in">ijohn@bhel.in</a>, Contact no. <b>0431 2577849</b>.</p>	
19	<p><b>Fraud Prevention Policy</b></p> <p>"The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice."</p>	
20	<p><b>Suspension of Business Dealings with Suppliers/Contractors:</b></p> <p>The offers of the bidders who are under suspension as 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> <p><b>Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL</b></p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p>	

	<p><b>Commitment by Bidder/ Supplier/ Contractor</b></p> <ul style="list-style-type: none"> <li>The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</li> <li>The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.</li> <li>The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</li> </ul> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
21	<p><b>Cartel Formation:</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 indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
22	<p><b>Resolution of Disputes:</b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</p> <p>This contract shall be governed, construed and interpreted in accordance with the laws of India.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory</p>	

	<p>modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><b><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
23	<p><b><u>In the event of Force Majeure:</u></b></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	
24	<p><b><u>Execution of the order:</u></b></p> <p>a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s.</p> <p>b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection.</p> <p>c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.</p> <p>d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.</p> <p>e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.</p>	
25	<p><b><u>Evaluation of offer:</u></b></p> <p>a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.</p> <p>b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.</p> <p>c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.</p> <p>d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of</p>	

	<p>the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.</p> <p>e. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.</p>	
26	<p><b>Set-off Clause:</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	
27	<p><b>Caution:</b></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
28	<p><b>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</b> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a. As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share the Udyam registration no along with Udyam registration certificate.</p> <p><del>b. 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.</del></p> <p>c. In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>d. Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e. Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f. If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p><del>g. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.</del></p> <p>h. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p>	

	<p>i. MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.</p>	
<p><b>29</b></p>	<p><b><u>Preference to Make in India:</u></b></p> <p>For this procurement, the local content to categorize a supplier as class-I local supplier/class-II local supplier /Non-local supplier and purchase preference to class-I local supplier, as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT, shall be followed. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.</p> <p><i>(Note: As on date, Only Class-I local supplier and Class-II local supplier, as defined in Order 2017 dated 04.06.2020 issued by DPIIT, shall be eligible to bid for this tender enquiry.)</i></p> <p>The clause pertaining to procurement of goods which are not divisible in nature will be applicable for this enquiry.</p>	
<p><b>30</b></p>	<p><b><u>Restrictions for Procurement from a country sharing its land border with India</u></b></p> <p>For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.</p>	
<p><b>31</b></p>	<p><b><u>Enclosures:</u></b></p> <ol style="list-style-type: none"> <li>1. List of items</li> <li>2. Enquiry terms and conditions (Annexure-A)</li> <li>3. Pre-Qualification Requirement/ Criteria (PQR) along with special condition Annexure-CF</li> <li>4. Technical Delivery Conditions (TDC): ATMW-TDC-E9018G Rev 02</li> <li>5. Special instructions/ conditions along with: <ol style="list-style-type: none"> <li>a) Annexure-QAP</li> <li>b) Annexure-P (Additional Details)</li> <li>c) Annexure-WP (Suggestive parameters for welding test coupons)</li> <li>d) Material Sampling and Testing Plans (MSTP)</li> <li>e) Annexure DWT (Procedure for sample preparation for Drop Weight Test for welds)</li> </ol> </li> <li>6. Make in India – Self Declaration</li> <li>7. Non-Disclosure Agreement</li> <li>8. Annexure on Conciliation</li> </ol>	
<p><b>JIBU JACOB JOHN</b>    Digitally signed by  JIBU JACOB JOHN  Date: 2022.12.21  12:10:35 +05'30'  (On behalf of BHEL)</p>		<p><b><u>SIGNED BY MANUFACTURER / MILL</u></b></p> <p>Name of the mill / Principal:  Signature:  (Affix Seal)</p> <p>(All conditions were read &amp; clearly understood and agreed in totality with the mentioned deviations only)</p>

### Pre- Qualification Criteria

PR No. : 0132413241  
 PR Date : 07/09/2022  
 Item : SMAW E9018G Electrodes

Sl. No.	Descriptions	Bidder remarks
1	Bidder shall be a manufacturer of the Quoted Shielded Metal Arc Welding electrodes, or an authorized agent of the same. If the offer is quoted by agent, letter of authorization and agreement duly signed by the manufacturer is required to consider the offer.	(Supporting Document)
2	Bidder shall have successful experience for supplying E9018G electrodes as Per ASME Sec.II.C to any govt. Organizations/ PSUs/ Public Ltd./ Company/Reputed Industries. Below documents to be submitted along with offer to consider the offer. Documents required: a. Purchase orders copies b. Test certificate corresponding to the attached Purchase order (preferably signed by customer) c. Way bill & invoice correlating order d. End customer contact details for attached Purchase orders.  Note: Successful experience means – supplied and accepted.	(Supporting Document)
3	Quoted Welding Consumables brand name and its data sheet shall be provided along with offer.	(Supporting Document)
4	Total no. of lots offered against each size of electrode	Bidder to mention
5	Mill (Manufacturing plant) address shall be provided along with offer.	(Supporting Document)
6	Mill (Manufacturing plant) capacity shall be provided along with offer.	(Supporting Document)
7	Maximum capacity of dry mixing vessel	Bidder to mention
8	Maximum capacity of wet mixing vessel	Bidder to mention
9	Number of dry mix and wet mix required for manufacturing the offered quantity for each size	Bidder to mention
10	Each wet mix has to be checked for chemistry either at wet mix stage or weld pad stage. This chemistry has to be uniform for all wet mixes in order to achieve lot class C3 classification as per section II-C SFA 5.01.  SOP for manufacture of electrodes (including wet mix preparation and chemistry check methodology) to be submitted.	Bidder to confirm and submit supporting documents
11	Manufacturer shall submit Quality System Certificates (QSC) issued by ASME (if available), valid ISO:9001 certificate and Quality management system manual along with the offer.	(Supporting Document)

	Note : QMS and its supporting documents shall contain manufacturing of welding consumable as per ASME Section III-NB and Lot classification as mentioned in the Technical delivery condition.	
12	Supplier shall submit pictorial flowchart of manufacturing process (Raw material to finished product) along with offer. Flow chart shall clearly explain the methodology of achieving Lot C3 classification as per ASME Section II Part C.	(Supporting Document)
13	Bidder shall confirm to meet Technical delivery conditions as per the ATMW-TDC-E9018G Rev 02. Any Deviations shall be specified with offer and acceptance of such offer is subjected to acceptance by BHEL's customer.	Bidder to confirm
14	Three copies of Manufactures Test Certificate and Guarantee certificate to be provided along with the supplies.	Bidder to confirm
15	Before start of manufacturing the supplier shall prepare a QAP of manufacturing activities and submit to BHEL for approval. The manufacturing of consumable shall start only after approval of that QAP.	Bidder to confirm
16	BHEL / End customer reserve the right to inspect at the Supplier's works for compliance of QMS with respect to ASME Section III-NB, before the start of production activities. BHEL has a right to access supplier's facility and records for this inspection.	Bidder to confirm

Sign and seal of authorized person

  
 07/09/22  
**C. GOUTHAM**  
 Dy. Manager / Methods Welding  
 Advanced Technology Products  
 BHEL, Tiruchirappalli - 620 014.

  
 07/09/22  
**JIJO JOHNSON**  
 Manager / Methods Welding  
 Advanced Technology Products  
 BHEL, Tiruchirappalli - 620 014.

**SPECIAL CONDITION ANNEXURE – CF**

PR No. : 0132413241  
PR Date : 07/09/2022  
Item : SMAW E9018G Electrodes

**Requirements of Financial Soundness:**

1. Import suppliers shall submit latest report from any reputed third party business rating agency like Dun & Bradstreet, credit reform etc.
2. Indigenous supplier shall submit audited copies of annual reports (Balance sheet), Profit & Loss statement for the last three years (or from the date of incorporation whichever is less) and GST Certificate.

This Special condition annexure – CF (Financial soundness) along with technical qualification requirements together will form the Pre-Qualification requirements for this PR.

\*\*\*\*\*

  
07/09/22  
**C. GOUTHAM**  
Dy. Manager / Methods Welding  
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07/09/22  
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BHARAT HEAVY ELECTRICALS LIMITED – TRICHY

Advanced Technology Products

Technical Delivery Conditions (TDC)

for

E9018-G SMAW electrode

(Fleet Mode Project, PO NO: CMM/FTP/00-33-1-1197/e-PO/47497)

Document Number and revision	ATMW-TDC-E9018G rev 02
Document Date	04.07.2022
Prepared (Dy. Manager/ATP/MW)	<i>Goutham</i> 04/07/22 [C. GOUTHAM]
Reviewed (Manager/ATP/MW)	<i>[Signature]</i> 04/07/2022 [JISO JOHNSON]
Reviewed (Dy. Manager/QA)	<i>[Signature]</i> [NITHIN O'R]
Approved (Manager/ATP/MW)	<i>[Signature]</i> 5/7/22 Dr. K. DEVAKUMARAN
Approved (NPCIL)	

Revision status:

Revision 00: Initial issue.

Revision 01: Approved as noted comments of customer incorporated in Annexure added.

Revision 02: Approved as noted comments of customer incorporated (2.5, 2.7 and Annexure-I: 3,4,5).

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
NUCLEAR POWER CORPORATION OF INDIA LTD.

अनुमोदित / APPROVED  
 टिप्पणी के अनुसार अनुमोदित / APPROVED AS NOTED  
 सधिरचन को आगे बढ़ाए / रोके ।  
 सशोधन करें एवं अनुमोदन के लिए पुनः प्रस्तुत करें।  
 REVISION WITH HOLD APPROVAL  
 SEND FINAL TRANSPARENCIES & PRINTS  
 REVISE AND RESUBMIT FOR APPROVAL

जाचकर्ता CHECKED BY <i>[Signature]</i> 07.07.22	समीक्षकर्ता REVIEWED BY <i>[Signature]</i> 07/07/22	अनुमोदन कर्ता APPROVED BY <i>[Signature]</i> 12/7/22
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मिा जानेवाल कार्य का अनुमोदन ... कर्ता को निर्देशनों के अनुसार  
 प्रभृति के उत्तरदायित्व से मुबः नही करता ।  
 The Approval of the work to be done does not relieve the supplier of  
 responsibility of supply according to specifications



1.0 Scope

1.1. This specification prescribes requirements for covered ferritic welding electrode E9018-G for welding 20MnMoNi55 material with Shielded Metal Arc Welding.

2.0 General Requirements

- 2.1. The electrode shall meet the requirements of ASME Sec II - Part C, SFA 5.5–E9018G classification, SFA 5.01, SFA 5.02; and ASME Section III NB Div I. However, the Material Organization Certification of the supplier, as envisaged by NB 2600 of Section III NB is not mandatory. Additional, modified requirements if any, specified in this specification ATMW-TDC-E9018G shall be adhered to.
- 2.2. The supplier shall submit the QMS Manual under the ambit of which the supply is intended to be made, along with the offer. The acceptance of such offers is subject to acceptance of supplier’s QMS by BHEL, and BHEL’s customer NPCIL.
- 2.3. BHEL will visit the supplier’s manufacturing plant, testing centre for conducting a QA systems audit prior to ordering/ actual execution of work.
- 2.4. The entire quantity of electrode (in each size) shall preferably be from **single lot**. Vendor shall specify number of lots in offer. Vendors offering single lot shall be given preference. Lot classification shall be C3, as per ASME Sec III NB 2420.
- 2.5. The supplier shall provide along with the supply a Test Certificate (TC) containing the results of actual testing performed on the sample taken from the manufactured lot. All mandatory tests indicated in ASME Section II Part C, ASME Section III NB and this specification shall be included.
- 2.6. The TC shall include quantity, lot number, NDE result, chemical and mechanical testing results, test temperatures, Lot Class C3, and Schedule of testing K. The TC shall be supported by a EN 10204-3.1 certification, that is – the electrode shall be certified in accordance with EN 10204-3.1.
- 2.7. Post ordering, the entire ordered quantity shall be manufactured by the supplier with an approved QAP. From the manufactured lot, a pilot quantity (selected by BHEL and NPCIL – through a physical visit) shall be sent to BHEL Trichy for Lot Qualification.
- 2.8. The Lot Qualification of the consumable, involving tests indicated in para 3.0 of this document, will be carried out at BHEL Trichy. Based on the successful qualification meeting all requirements of this TDC, dispatch clearance for the bulk quantity of the consumable will be given. The supplier shall preserve the bulk quantity of the consumable Lot at his works in good condition till dispatch clearance.
- 2.9. The Lot Qualification shall be done for each lot of electrode.
- 2.10. If the supplier engages sub-contractor(s) for any portion of consumable manufacturing work, the same shall be informed to BHEL, and concurrence obtained.

3.0 Testing Requirements

3.1. Chemical Analysis of Weld Metal

The chemical composition of the pure weld metal produced using the filler metal shall conform to the following restrictions-

C	0.05 max%
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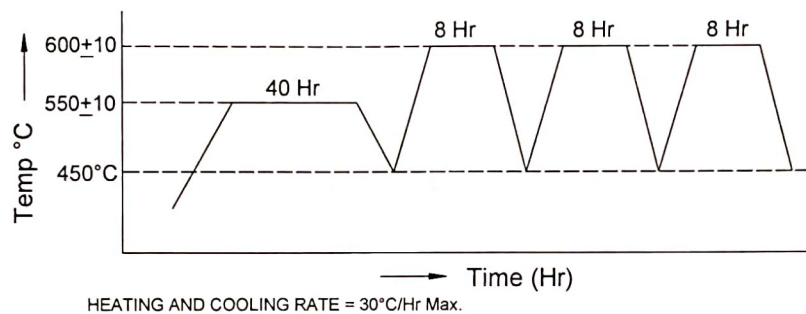
Mn	1.80 max
S	0.012% max
P	0.012% max
Cu	0.06% max.
Co	0.03 max.

Elements Si, Cr, Ni, Ti, Al, analysed and reported.

V, Ta, Sn & N shall be quoted,

3.2. Post Weld Heat Treatment:

The welded test coupon shall be subjected to the post weld heat treatment cycle given below. The maximum rate of heating and rate of cooling shall be 30°C / h. All mechanical testing shall be carried out after this PWHT only.



3.3. Tensile properties

Two tensile tests along welding direction, one each at room temperature and at 350°C shall be carried out. The tensile properties shall meet the specification limits given in the table. In addition, one tensile test shall be carried out to check through thickness tensile strength of weld metal at room temperature.

Tensile properties	RT	350°C
Tensile strength ( N/mm <sup>2</sup> )	570 - 700	510 min
Yield strength (0.2% of proof stress) (N/mm <sup>2</sup> )	430 min	360 min.
% Elongation in 50 mm Gauge length	19 min.	14 min.
% Reduction in area	45 min.	To be reported.

3.4. Impact Properties

Charpy V notch impact test shall be conducted at six different temperatures (-80°C, -60°C, -40°C, -20°C, 0°, and +30°C) to fully define upper and lower energy shelves. Charpy V plots shall be made using the minimum absorbed energy, lateral expansion and % shear fracture values against temperatures. The upper energy shelf shall have 100% shear fracture and lower energy shelf shall

have a maximum of 10% shear fracture. Test reports shall include absorbed energy, percent shear fracture and lateral expansion plotted against temperature. CVN test at  $-15^{\circ}\text{C}$  and at  $+18^{\circ}\text{C}$  shall meet the criterion of average and minimum energy values specified in the table below-

CVN energy ; Average of 3 specimen (at $-15^{\circ}\text{C}$ )	41J minimum
CVN energy; Min. Single value (at $-15^{\circ}\text{C}$ )	34J
CVN energy; At $+18^{\circ}\text{C}$ min.	68J
Lateral expansion min.; at $+18^{\circ}\text{C}$	0.9 mm

### 3.5. Drop Weight Test

Drop weight test shall be carried on the weld sample as per ASTM-E-208 at  $-10^{\circ}\text{C}$  and both the samples shall show 'No Break performance' at this temperature.

### 3.6. Side Bend Test

The transverse side bend specimen of full thickness shall withstand being bent cold through  $180^{\circ}$  without cracking on the outside of the bent portion, using a mandrel of diameter of 4 x specimen thickness.

### 3.7. Diffusible Hydrogen Test

Diffusible hydrogen content of weld deposit shall be less than 5ml / 100 g of deposit weld metal. It shall be determined and reported as per AWS A 5.4 or ISO 3690.

### 3.8. Coating Moisture Test

Coating moisture content test shall be performed as per SFA 5.5 and shall meet the limits specified in the standard.

## Annexure I – Suggestive Quality Assurance Plan

S. No	Description	Type of Inspection	Reference Documents	Format of Record	Inspection	
					BHEL	NPCIL
1	QMS review	Documents	BHEL PO	QMS review report	Review of QMS Submission to NPCIL	Review
2	Systems Audit	Physical visit	BHEL PO	Audit report	Witness of Quality System	Review
3	Lot Classification	Physical / Document review	BHEL PO	Report	Witness (Only review, for ASME QSC holder)	Review
4	Pilot Quantity Selection	Physical	BHEL PO	Selection from Bulk Quantity	Stamping by BHEL to Entire Bulk Quantity	Witness
5	Lot Qualification at Vendor works	Physical / Documents review	BHEL PO	Test reports	Witness (Only review, for ASME QSC holder)	Review
6	Lot Qualification at BHEL works	Physical	Approved OPS Documents	Test Reports	Perform and Witness	Witness
7	Verification of Final Documents	Physical	Documents Review	Test Reports and Manufacturing Documents	Perform	Approval

### SPECIAL INSTRUCTIONS


**PR No.** : 0132413241  
**PR Date** : 07/09/2022  
**Item** : SMAW E9018G Electrodes

1. Once Purchase Order is released, the Supplier has to make detailed Quality Assurance Plan (QAP) and submit it to BHEL for getting approval from NPCIL. Only after QAP approval, the production activities shall be started. In addition to the stages mentioned in the suggestive QAP (SI no 3,4&5), Raw material inspection and manufacturing witness (non ASME QSC holders) / review (ASME QSC holders) stages shall be added in QAP. BHEL & NPCIL inspectors will stage witness based on the QAP only.
2. Supplier shall prepare detailed QAP in line with the attached reference QAP in Annexure-QAP.
3. During lot qualification at supplier's works, supplier has to carry out the tests for each lot as per MSTP and TDC – ATMW-TDC-E9018G Rev 02. The following test coupons shall be made
  - a) Butt weld test coupon (with PWHT)
4. Suggestive weld parameters are given in Annexure-WP.
5. Base materials required for the test coupons shall be arranged by the supplier.
6. Non-Destructive testing shall be done as per ASME Sec II Part C SFA-5.5.
7. Drop weight test shall be done as per Annexure-DWT.
8. Fillet weld usability test shall be done as per ASME Sec II Part C SFA-5.5.
9. The Supply tolerance can be +0/-5% of the indented quantity.
10. Supplier TC shall include as per Clause 2.6 in TDC – ATMW-TDC-E9018G Rev 02.
11. Upon dispatch clearance by BHEL (for Pilot lot) i.e. Physically selected by BHEL & NPCIL inspectors at Vendor works, Vendor shall dispatch the pilot quantity to BHEL for carrying out lot qualification at BHEL works. Quantity required for testing at BHEL works – 50kg per lot.
12. Quantity supplied for Pilot lot testing at BHEL will be accounted in the indented quantity. But quantity of pilot lot testing at supplier's work will not be added in the indented quantity.
13. In addition to the Clause no. 2.4 as per ATMW-TDC-E9018G Rev 02, the vendor is restricted to supply a maximum of 2 lots in each size only. An additional testing cost of 8.5 Lakhs per lot may be added to bring equitable evaluation among vendors in case the vendor's offer is more than one Lot per size.

14. The Pilot lot testing at BHEL will take a period of 90 days from the day of starting the test. Based on the successful qualification meeting all the requirements as per the ATMW-TDC-E9018G Rev 02, dispatch clearance for the bulk quantity of the consumable will be given. Hence the vendor shall preserve the bulk quantity of the consumables at his works in good condition till dispatch clearance.
  15. Wherever ASME is mentioned, the latest edition of the standard at the time of floating the tender is applicable.
  16. During Pilot lot test at BHEL works, if the test fails, we will not carry out retest and the Supplier needs to manufacture fresh lot. Only one additional chance will be given for the vendor for qualification testing (from new lot). If the new pilot lot test also fails, the PO needs to be cancelled and refloating is to be resorted.
- The cost of testing of 8.5 Lakhs has to be recovered in-case the Pilot lot test fails.
17. Chemical and mechanical tests shall be carried out in In-house labs or Labs meeting the requirements as per National / International standards like ISO 9001 or ISO/IEC 17025 etc. or Government approved labs.
  18. The original unopened supplied items shall withstand a period of 4 years without affecting its welding characteristics or weld properties when stored under tropical conditions. Hence a warranty of 4 years from the supply date shall be given.
  19. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL approval.
  20. Refer Annexure-P and Annexure-CF for additional details.


Enclosures:

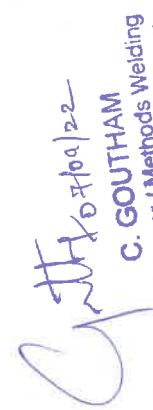
1. Annexure- QAP
2. Annexure- CF
3. Annexure- P
4. Annexure- WP
5. MSTP
6. Annexure-DWT

  
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SUB VENDOR / SUB CONTRACTOR / NAME & ADDRESS		QUALITY ASSURANCE PLAN				PROJECT :									
NPCIL		ITEM :		SMAW E9018G electrodes		NAME OF THE PACKAGE & MAIN CONTRACTOR :									
		QAP No.		REV. No. & DATE.		Package :									
		No. of PAGES		4		Main Contractor :									
SR. No.	COMPONENT / OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY	REMARKS	NAME & SIGNATURE WITH DATE				
1	2	3	4	5	6	7	8	9	P	W	R	H	1	2	3
1	Incoming Raw material for electrodes (wire and flux)	Properties and Quantity	MA	Physical	100%			Test Certificate / Report	3	1,2			11		
2	Manufacturing of electrodes	Witness of manufacturing	MA	Physical	100%			Manufacturing Log	3	1,2			Lot class shall be maintained as per ASME Sec III NB 2420 and ASME Sec II C SFA 5.01. Lot class electrodes - C3		
3	Pilot Quantity Selection	Selection of pilot quantity from Bulk quantity	MA	Physical	Random selection	TDC, ASME Sec III NB and ASME Sec II C		Report	3	1,2			Selection of pilot quantity from each batch / lot of Bulk quantity		
4	Stamping of Bulk quantity	Stamping	MA	Physical	100%			Stamping	3	1,2			Stamping by BHEL & NPCIL of entire bulk quantity		
5	Testing at vendor works	Witness of testing	MA	Physical	100%			Test Certificate	3	2	1		BHEL will witness the testing and review the CMTR given by the supplier. The CMTR shall contain all tests required by TDC, ASME Sec III NB and ASME Sec II C. Level of testing shall be schedule-K as per ASME Sec II C. Preheat, interpass and PWHT shall be ensured in batch qualification.		
MANUFACTURER / SUB-VENDOR		LEGEND :				SEAL & SIGNATURE OF MAIN / PACKAGE CONTRACTOR									
		A) AGENCY:													
		1: NPCIL													
		2: BHEL													
		3: VENDOR													
		B) ACTIVITY:													
		H: HOLD POINT, "P" PERFORMED BY, "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL													
SEAL & SIGNATURE WITH DATE															


  
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**SPECIAL CONDITION ANNEXURE – CF**

PR No. : 0132413241  
PR Date : 07/09/2022  
Item : SMAW E9018G Electrodes

**Requirements of Financial Soundness:**

1. Import suppliers shall submit latest report from any reputed third party business rating agency like Dun & Bradstreet, credit reform etc.
2. Indigenous supplier shall submit audited copies of annual reports (Balance sheet), Profit & Loss statement for the last three years (or from the date of incorporation whichever is less) and GST Certificate.

This Special condition annexure – CF (Financial soundness) along with technical qualification requirements together will form the Pre-Qualification requirements for this PR.

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## Annexure-P

PR No. : 0132413241  
PR Date : 07/09/2022  
Item : SMAW E9018G Electrodes

### Additional details:

#### 1. Size of Electrode

- a. Electrode shall be supplied in diameters and length as specified in the purchase Order.
- b. The diameter of the core wire shall not vary more than  $\pm 0.05$  mm from the standard size specified. The length shall not vary more than  $\pm 6.4$  mm from the standard size specified.

#### 2. Exposed Core wire & covering

- a. Core wire and coverings shall be free of defects which would interfere with uniform performance of the electrodes.
- b. The covering on the electrode shall be concentric to the extent that the maximum core-plus-one covering dimension shall not exceed the minimum core-plus-one covering dimension by more than 7% of the mean dimension in sizes 2mm and 2.4mm; 5% of the mean dimension in sizes 3.2mm and 4mm and 4% of the mean dimensions in sizes 4.8mm and larger. The concentricity may be measured by any suitable standard method.
- c. One end of each electrode shall be bare for a distance of 20 mm but not more than 30 mm to provide for electrical contact to the holder.
- d. The arc end of each electrode shall be sufficiently bare and the covering sufficiently tapered to permit easy striking of the arc. The length of the bare portion of the arc end of the electrode shall not exceed 1.6mm or one half of the diameter of the core wire (whichever is less).
- e. The maximum moisture content of the covering, when the electrode is supplied in hermetically sealed containers, shall not exceed 5ml/100 gm of weld metal.

#### 3. Electrode Identification

- a. At least one legible imprint of the AWS electrode classification and the trade name shall be applied to the electrode covering as near as practical to the grip end of the electrode and within 2-1/2 [65 mm] of the grip end.
- b. The numbers and letters of the imprint shall be of bold block type of a size large enough to be legible.
- c. The ink used for imprinting shall provide sufficient contrast with the electrode covering so that, in normal use, the numbers and letters are legible both before and after baking and welding.

#### 4. Packaging

- a. Vacuum Package: High density plastic pouches laminated with a suitable foil vapor barrier shall be heat sealed after filling and evacuating. The pouches shall be over packed with an outer container to protect it from damage that will cause loss of vacuum. Packages which show the contents to be loose within the pouch do not meet the requirements of this specification.
- b. The number of electrodes per container shall be such that the Net weight of each container does not exceed 5Kg. Containers shall be further packed in cartons and encapsulated carton in polythene covers and sealed. Net Weight of each encapsulated carton shall not exceed 20 Kg. Each carton shall contain Electrode containers from one size and Batch only.

- c. The Cartons shall be packed in waterproof boxes with crate so as to ensure no damage during shipment and the package shall withstand storage under tropical conditions for at least a period of 4 years from the date of delivery.
- d. Net weight of each crate shall not exceed 1000 Kg.

**5. Marking of packages:**

The following product information shall be legibly marked / labeled on the outer side of each packet / container.

- a. AWS Specification and Classification numbers.
- b. Supplier Name and Trade name of electrodes.
- c. Size, Quantity of electrodes and Net weight.
- d. Lot / Control / Heat / Batch Number and Date of manufacture.

The appropriate precautionary information, as given in ANSI Z49.1, latest edition, (as minimum) or its equivalent shall be prominently displayed in legible print on all packages enclosed within a larger package as per SFA5.02 clause-3.6.2.



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### Annexure – WP

PR No. : 0132413241  
PR Date : 07/09/2022  
Item : SMAW E9018G Electrodes

#### Suggestive parameters for welding test coupons

Consumable	Size (in mm)	Current (Amp)	Voltage (V)	Polarity	Preheat temperature (°C)	Interpass temperature (°C)
E9018G	Ø2.5mm	100-120	20-26	DCRP	150°C	200°C
E9018G	Ø3.2mm	110-140	24-28	DCRP	150°C	200°C
E9018G	Ø4mm	140-180	26-30	DCRP	150°C	200°C
E9018G	Ø5mm	200-220	30-32	DCRP	150°C	200°C

Post heating : 280 +/- 20 (°C) for 4 hrs

During any interruption in welding, post heating shall be done before cooling below the preheat temperature.

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**Annexure - Material Sampling Testing Plan [MSTP]**

				MATERIAL SAMPLING AND TESTING PLAN FOR E9018-G CONSUMABLE QUALIFICATION			PR no.: 0132413241
S. No	Specimen Type	Size (mm) Ø/ w x t	Length	orientation	Identification	Test temp. Deg.C	
1	Tensile	Dia. 10	180	Longitudinal	T1	RT	
2	Tensile	Dia. 10	180	Longitudinal	T2	350°	
3	Tensile (Through thickness)	Dia. 5.0	60	Normal	T3	RT	
4	Impact	10x10	55	Transverse	IP1-3 IP4-6	-15° +18°	
5	Impact (CV curve)	10x10	55	Transverse	IP7-9 IP10-12 IP13-15 IP16-18	-80° -60° -40° +30°	
6	Side bend ##	10xt	250	Transverse	SB1-2	RT	
7	Drop weight test	50x19	130	Transverse	DP1-2	-15°C	
8	Chemical analysis@ @, Macro, Micro, Hardness,	25X25	100	--	C1	RT	

**Note:**

For establishing CV-curve for the test under Sl. No. 4 & 5 test results of the impact shall be taken.

## For bend test through 180°, using a mandrel of dia. 4x specimen thickness

@@ Chemical analysis shall be done on separate sample pad as indicated in ASME Sec. II-part C

9. One set of notched bar impact ISO-V notch specimen shall be taken in the longitudinal direction of welding with notch position perpendicular to the weld surface shall be tested at -15°C (IP 19-21)

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## Annexure-DWT

PR No. : 0132413241  
PR Date : 07/09/2022  
Item : SMAW E9018G Electrodes

### Procedure for Sample Preparation for Drop Weight Test for welds

1. This procedure details the preparation of a standard P2 type specimen to conduct drop weight test, in accordance with ASTM E208.
2. Prepare a specimen of size  $19\pm 1(T) \times 50\pm 1(W) \times 130\pm 10(L)$  mm in such a way that the weld metal falls at the center of the specimen. Specimen orientation shall be transverse to the weld direction. The specimen shall be prepared only by machining.
3. Make a crack starter weld bead on the specimen using the following electrode and parameters in a single pass without interruption and weaving.

Process	Electrode	Dia	Polarity	Current (A)	Voltage (V)	Preheat / Interpass
SMAW	UTP DUR-350 electrode	5 mm	DCRP	180-200	20-26	150°C / 200°C

4. The bead shall be laid on the tension surface (which is to be tested) of the specimen and shall be centered on the specimen surface. For laying the bead at the center of the specimen, a copper template containing a centrally positioned slot, as shown in Fig 1 below can be used.
5. The bead size is as follows. No deviation in the size of the bead is acceptable.
  - a) 60 to 65 mm length
  - b) 12 to 14mm width
  - c) 4 to 6 mm height.
6. Make a notch of width 1.5 mm (max) at the center of the bead as per ASTM-E-208. Refer Fig 2. Depth below notch and above specimen surface shall be  $1.9\pm 0.1$  mm. The notch making tool shall not contact the specimen surface.

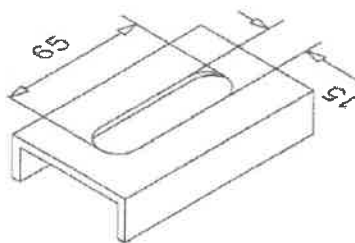
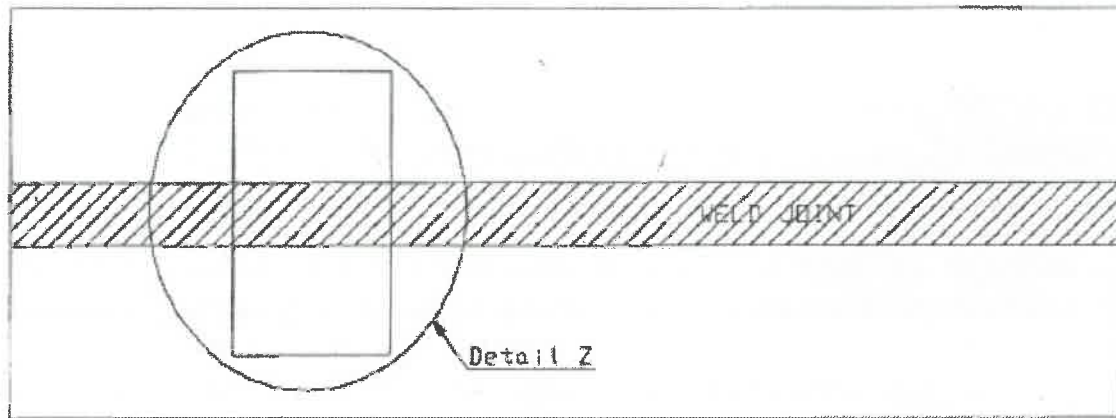


Figure 1: Copper template



All dimensions in mm  
Figure not to scale



DROP WEIGHT SAMPLE LOCATION

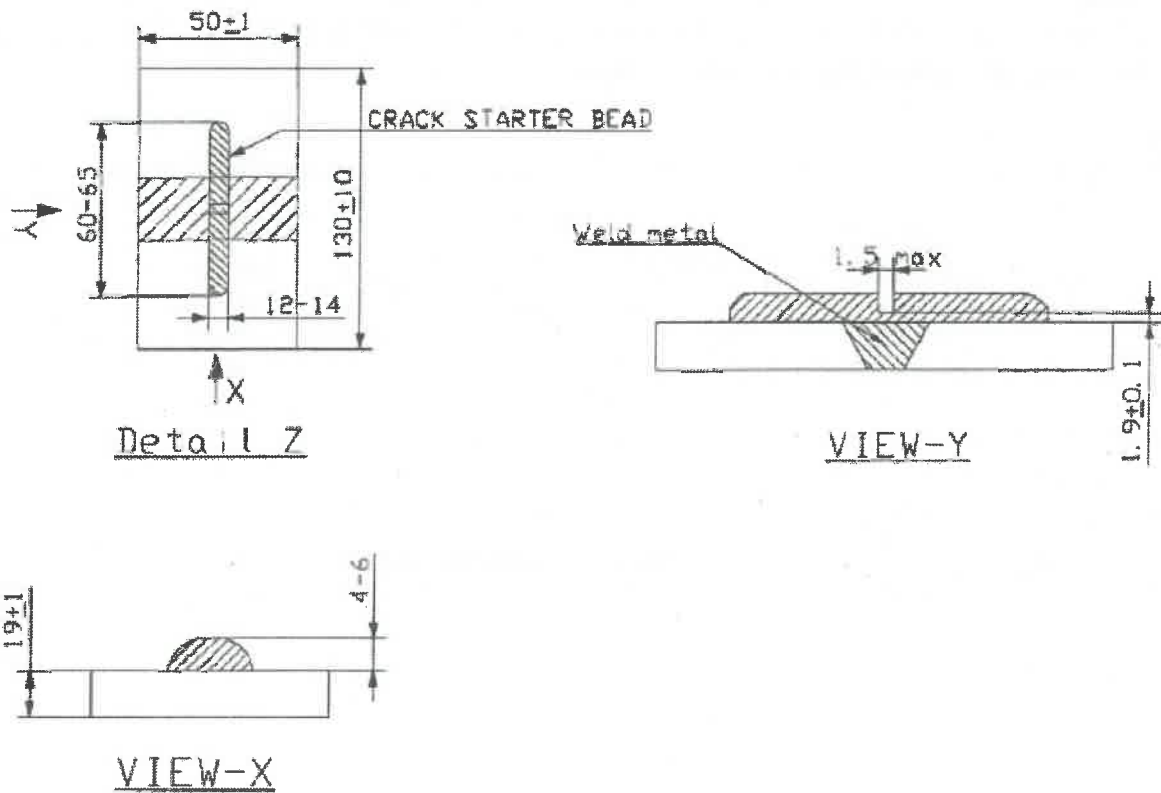


Fig 2: DROP WEIGHT TEST SPECIMEN

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**/ On Bidder's office letter pad /**  
**Self-Declaration – ANNEXURE D**

<b>Enquiry No.</b>	
<b>Enquiry Date</b>	

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 & 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 considered as breach of Integrity and liable for action.

**For Company Name:**


**Seal:**

**Signature:**

**Date:**

**Place:**

(Please fill all the yellow color field)

 BHEL - TRICHY	<b>THIRD PARTY NON-DISCLOSURE AGREEMENT</b>	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

## THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

## **Annexure-1 to Enquiry terms and conditions**

### **BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the

Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the

members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act

jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counterclaim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
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		<p>In cases involving claim and/or counterclaim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>

	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
  
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES  
TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent  
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**  
**Appendix II**

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No      & date\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor  
Name, with designation  
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO  
THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*