

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following facilities, works, supplies and personnel will be provided/supplied by the Employer and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All facilities, works, supplies and personnel as described herein will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC Sub-Clause 18.2.

Sl.No. Facilities**Charges to Contractor**

1.0 Electricity:

Refer clause 1.14.00 (Construction Power) Sub-Section III-B, Part-A, Section VI of Technical Specification.

2.0 Water:


Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the worksite/colony. However, drawl of Construction /potable water from bore-well shall be permitted if found suitable and permitted by statutory authority. Any statutory clearance required shall be obtained by the contractor.


3.0 Communication:

The Employer will extend the telephone facilities, if available at Site, for purposes of Contract. the Contractor shall be charged at actuals for such facilities.

As actuals



CLAUSE NO.	SCOPE OF SUPPLY & SERVICES			
1.12.00	<p>Complete lighting system for internal and external areas for the plant, buildings, chimney and equipment in the bidder's scope. Lighting fixtures complete with lamps & accessories, LED lighting fixture complete with driver circuit & accessories Lighting Panels, Chimney aviation light, Receptacles, Switch boxes. Conduits. Lighting Wires, Ceiling fans with regulators, Lighting poles. Lighting masts, Earth wires and rods, Junction boxes, Battery operated automatic self contained lighting fixture, Maintenance ladders as required are included in the bidder's scope.</p> <p>Mandatory spare parts and maintenance equipment as required.</p> <p>EARTHING AND LIGHTNING PROTECTION</p> <p>Complete below ground earth mat and above ground equipment earthing system and lightning protection for the plant and equipment under contractors scope along with its interconnection to the nearest employers earth grid at two points.</p>			
1.13.00	<p>PAINTING FOR ELECTRICAL EQUIPMENT</p> <p>The painting of all electrical equipment shall be epoxy based with suitable additives. The thickness of finish coat shall be minimum 50 microns (minimum total DFT shall be 100 microns). However in case electrostatic process of painting is offered for any electrical equipment, minimum paint thickness of 50 microns shall be acceptable for finish coat. The Contractor shall furnish the complete painting details during detailed engineering stage.</p>			
1.14.00	<p>CONSTRUCTION POWER</p> <p>To meet the construction power requirement of the complete FGD and associated systems, the Employer shall provide Two Number 415V feeders in LT switchgears in each stage, power drawal limited to 400KVA or as permitted by respective DISCOM, whichever is lower, from each feeder. In case total construction power requirement is more than that specified above, Contractor may use one of the Owner's existing HT feeders proposed to be used for FGD, the modification of which is in scope of Contractor as per Tender SLD. The Contractor shall extend supply from these Construction power feeders to meet the construction power requirements at the various locations included in the Contractor's scope through suitably rated Isolation Transformers along with LT distribution boards as per requirement. LT Packaged Sub-stations with isolation transformers can also be used for this purpose. Suitable metering arrangement along with associated Instrument transformers and Metering Cubicles meeting the DISCOM requirements shall be provided by the Contractor at each Construction power feeder, for the measurement of total energy consumed by the Contractor. The total charges for construction power shall be recovered by the Employer based on prevalent rate of Discom for type of connection used (HT/LT as applicable). Complete construction power arrangement along with power drawl limits shall comply with respective DISCOM service rules.</p>			
<p align="center">LOT-6 PROJECTS FLUE GAS DESULPHURISATION SYSTEM PACKAGE</p>		<p align="center">TECHNICAL SPECIFICATIONS SECTION-VI, PART-A BID DOC NO:CS-CS-0011-109(6)-9</p>	<p align="center">PART-A SUB-SECTION-III-B ELECTRICAL SYSTEM/EQUIPMENT</p>	<p align="center">PAGE 7 OF 10</p>

CLAUSE NO.	SCOPE OF SUPPLY & SERVICES			
1.15.00	<p>Supply, erection, testing and commissioning of all equipments as required for further distribution for meeting the construction power requirements shall be in the Contractor's scope. All necessary statutory requirements for charging construction power of Contractor's network shall be in the Contractor's scope. Construction power supply network is a temporary arrangement which shall be used during the project construction phase. To meet this requirement, the equipments may be arranged by Contractor either by shifting their existing equipments at other installation or by fresh procurement, which may be taken back after commissioning of the project.</p> <p>Even though the Employer shall make all efforts to maintain a continuous supply of construction power, the same is not guaranteed and Employer shall not be responsible for any loss or delays which the contractor may suffer on this account. Also the Employer shall not entertain any claim for exemption/reduction of liquidated damages for delay in execution of the contract due to irregular power supply. Contractor shall arrange/provide necessary backup arrangement on his own for uninterrupted power supply.</p> <p>The Contractor shall maintain a minimum drawl power factor as per DISCOM regulations for their substations, and all such devices for maintaining power factor shall be under the scope of contractor. All temporary wiring must comply with local regulations and will be subject to Employer's inspection and approval before connection to supply. Power supply shall not be provided for use in labor and staff colony.</p> <p>TYPE TEST</p> <p>Contractor shall carry out all type tests on electrical equipment's as stipulated in relevant chapters of Part-B of technical specifications.</p>			
1.16.00	<p>MANDATORY SPARES</p> <p>Contractors scope shall include Mandatory Spares of all equipment as mentioned in the relevant portion of Technical Specification.</p>			
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CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन
SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा	
ii.	Address of the registered office पंजीकृत कार्यालय का पता	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता	
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन	
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण	
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष	
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष	
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)	
4.	Total Area कुल क्षेत्र	
	Covered Area शामिल क्षेत्र	
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2.1 पर संलग्न है
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो)
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है।



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8.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक -2.4 पर संलग्न है।			
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	Details attached at Annexure – F2.5 विवरण अनुलग्नक - F2.5में संलग्न है।			
10.	Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	Details attached at Annexure – F2.6 विवरण अनुलग्नक - F2.6में संलग्न है।			
11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	Details attached at Annexure – F2.7 विवरण अनुलग्नक - F2.7 पर संलग्न है			
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है।			
13.	Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है।			
14.	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची List of qualified NDT personnel with area of specialization विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) लागू / लागू नहीं			
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure. –F2.11 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) (यदि लागू हो)			
16.	Supply reference list including recent supplies नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	Details attached at Annexure – F2.12 विवरण अनुलग्नक - F2.12 में संलग्न है। (as per format given below) (नीचे दिए गए प्रारूप के अनुसार)			
Project/ package परियोजना /पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	PO ref no/date पीओ संदर्भ सं. / तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तारीख
17.	Product satisfactory performance feedback letter/certificates/End User Feedback उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक	Attached at annexure - F2.13 अनुलग्नक F2. 3पर संलग्न है			



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18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है Note:- Reports need not to be submitted	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.14 विवरण अनुलग्नक - F2.1 4में संलग्न है (if applicable) (यदि लागू हो)
19.	Statutory / mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.15 (if applicable) (यदि लागू हो)
20.	Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति (if available) (यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.1 6 है
21.	Product technical catalogues for proposed item (if available) प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.1 7 में संलग्न है
Name: Desig: Sign: Date:		
नाम: पद: हस्ता क्षर: तिथि:		

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sumeet Sahay
Digitally signed by Sumeet Sahay
 DN: cn=Sumeet Sahay, o=Bharat
 Heavy Electricals Ltd, ou=PS-PEM,
 email=sumeetsahay@bhel.in, c=IN
 Date: 2022.04.28 14:57:08 +05'30'

For & On behalf of the Principal
 (Office Seal)

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

Place-----

Date-----

SHARAD
 Witness:
CHANDRA
 (Name & Address)

Digitally signed by SHARAD CHANDRA
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,
 SCUTTAR PRADESH,
 2.2.A.205-089616018625cac45670e8ff7d15d0909021775267d5d6c6d63d
 -----BEGIN-----
 sha1Digest=BD2948864F2C2291CB1007210178DC109E308A,
 serialNumber=411890C9A63E220386465C0C062D1A2B152E342C,
 98EC8B22C928FF83, o=SHARAD CHANDRA
 -----END-----

Witness: _____
 (Name & Address) _____

Letter head of Company

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us for (package name) for.....(Project Name) have local content of%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and we qualify as Class-I supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

1.
2.

Thanking You,

.....
.....