

Enquiry items along with quantities:

It. no	Size & Item description	Technical requirement	Quantity in kg
1	SS PLATE TO SA240 TP-304L OF ASME SEC-II, PART-A;2021 SIZE 130MM TK X2000MMX2000MM (WT=4108 KG. EACH)	STAINLESS STEEL PLATE TO SA 240 TP-304L OF ASME SEC-II, PART- A;2021 IN SIZE 130 MM TK X 2000 MM X 2000 MM (WT = 4108 KG. EACH) AS PER TECHNICAL SPECIFICATION NO. CDE-22-3542 REV.00 & TESTING SHELL BE DONE AS PER ASME SEC.III-NB.	34507
2	SS PLATE TO SA240 TP-304L OF ASME SEC-II, PART-A;2021 SIZE 50MM TK X900MMX900MM (WT=320 KG EACH)	STAINLESS STEEL PLATE TO SA 240 TP-304L OF ASME SEC-II, PART - A;2021 IN SIZE 50 MM TK X 900 MM X 900 MM (WT. = 320 KGEACH) AS PER TECHNICAL SPECIFICATION NO. CDE-22-3542 REV.00 & TESTING SHELL BE DONE AS PER ASME SEC.III-NB	3360
TOTAL=			37867



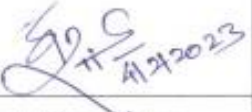
1. Quantity variation as mentioned below:

Item-1, Supplies quantity are to be restricted between 34507 kg & 32864 kg.

Item-2, Supplies quantity are to be restricted between 3360 kg & 3200 kg.

1291018/2023/HEP-CDE41100

S. No.	Description of pre-qualification requirement	Vendor Response	
		Complied/ Not complied	Supporting Documents required to accept compliance
1	Manufacturer (mill) of steel plate / their authorized representative / trader.	YES / NO	Certificate of being manufacturer (for manufacturer /mill not registered with BHEL) / authorization letter on mill's letterhead (for authorized representatives/trader). Authorized representative/trader to mention the mill(s) from which supplies are envisaged & same shall be binding for the contract.
2	Company shall be certified with ISO 9001 or equivalent. In case of authorized representative, Valid ISO certificate of manufacturer is required.	YES / NO	Valid certificate of mill(s) / OEM to be submitted. Not required if valid document is already furnished / available.
3	Vendor to furnish a list of their supplies mentioning material grade, thicknesses and sizes. Supplier should have supplied plate of material to SA 240 TP 304L with thickness of 110 mm (minimum).	YES / NO	<ul style="list-style-type: none"> • For Mills / OeMs - A list of past supplies (along with documents i.e. Purchase Order (PO) & dispatch details) made by the supplier. • For traders / stockiest - A list of past supplies (along with documents i.e. PO, MTC & dispatch details) made by the supplier.

 4/2/23	 04/02/23	 4/2/2023
M Wahab Rafique Manager – CDE	Lalit Asnani Sr. DGM-CDE	Ashok Kumar Mahor Sr. DGM-CDE

Note-

ALL THE ABOVE POINT WISE PRE-QUALIFICATION REQUIREMENT ARE TO BE NECESSARILY ACCEPTED BY THE BIDDERS FOR THEIR OFFERS TO BE CONSIDERED FAILING WHICH OFFERS SHALL BE REJECTED.

ANNEXURE-A

(FOR PI NO. 241120091)

For Vendor:

1. VENDOR TO SUBMIT QA PLAN INLINE WITH SAMPLE QAP MENTIONED IN TECHNICAL SPECIFICATION CDE-22-3542 rev.00 WITHIN 7 DAYS FOR APPROVAL & RESUBMISSION WITHIN 5 DAYS AFTER BHEL COMMENT. CHANGES REQUIRED IN QAP SHALL BE INCORPORATED BY VENDOR WITHOUT PRICE IMPLICATION.
2. CO-RELATED ORIGINAL MATERIAL CERTIFICATE IS ACCEPTABLE IN ABSENCE OF ORIGINAL MATERIAL CERTIFICATES. IN ADDITION, ALL TEST REPORTS TO BE FURNISHED INLINE WITH BHEL APPROVED QAP AND TECHNICAL SPECIFICATION CDE-22-3542. HOWEVER, IF WITNESS BY BHEL & BARC IS NOT DONE AT VENDOR'S WORKS AS PER TECHNICAL SPECIFICATION CDE-22-3542 rev.00 (REFERENCE QAP) REPEAT TESTS WILL BE CONDUCTED IN BHEL BHOPAL FOR FINAL ACCEPTANCE OF MATERIAL.
3. ALL ITEMS 1&2 SHALL BE OF SAME HEAT OR MAX 2 NOS. HEAT.
4. THE GRAIN SIZE OF FINISHED PLATES (BOTH ITEM 1&2) SHALL BE DETERMINED AS PER ASTM-E-112. THE GRAIN SIZE SHALL BE ASTM NO.3 OR FINER. MICROGRAPHS SHALL BE ATTACHED TO TEST CERTIFICATES.
5. HARDNESS OF BOTH ITEMS (1&2) SHALL BE IN THE RANGE OF RB 86 TO RB 95.
6. WEIGHT TOLERANCE OF (+) 5 %,(-) 0% IS APPLICABLE.
7. BIDDER TO PROVIDE THE DOCS. ALONG WITH THEIR OFFER:-
 - a. SIGNED & STAMPED COPY OF PQC-TECHNICAL ALONG WITH REQUIRED DOCUMENT.
 - b. DULY FILLED SIGNED AND STAMPED COPY OF CERTIFICATE OF COMPLIANCE.
8. NECESSARY PQC ATTACHED.

MAKE IN INDIA format (to be filled by OeMs of the participating bidders)

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

MATERIAL MANAGEMENT – STEEL DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

I, hereby declare on behalf of M/s. that we are participating in the Enquiry No. floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

(a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.

(b) ‘**Local Content**’ means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

2. I hereby declare that our firm qualifies as “**Class-I Local Suppliers**”.

a. The Local Content in the items quoted under this Enquiry is Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:


- (a)
- (b)
- (c)

(.....)

For M/s.

(Seal & Sign)

MAIN SUPPLIER'S NAME:
BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
 (A GOVERNMENT OF INDIA UNDERTAKING)



NAME OF SUB-VENDOR: N/A

BARC PO NO.: **DPS/CPU/04/A3/2622-TPT/PO/252364, DTD: 22.07.2022**

QA REF. NOs.:
 MAIN VENDOR:
 SUB VENDOR: N/A

CUSTOMER:
BHABHA ATOMIC RESEARCH CENTRE
 (GOVERNMENT OF INDIA)



PROJECT:
34.MW D2O HEAT EXCHANGER FOR BARC


EQUIPMENT: **HEAVY WATER HEAT EXCHANGER**

DOCUMENT NO.: **CDE-22-3542 REV.00**

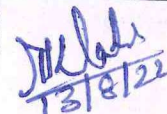
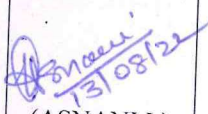
TITLE:
TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATE

APPROVED
Abhinav
M. Wahab R
(M. Wahab R)


00	05.08.2022	2+3 = 5	(DK AUDH)	<i>M. Wahab R</i> 13/08/22	<i>Asnani</i> 13/08/22
REV NO.	DATE	PAGES	PREPARED BY	CHECKED BY	APPROVED BY

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No.
		CDE-22-3542 REV.00
TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATE		

REVISION CONTROL SHEET

BHEL					
REV. No Date	PAGES	Description of Revision	Prepared By	Checked By	Approved By
00, 05.08.2022	2+3=5	Original submission.	(DK AUDH)	 13/8/22 (M WAHAB R)	 13/08/22 (ASNANI L)



	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No.
		CDE-22-3542 REV.00

TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATE

1. MATERIAL OF CONSTRUCTION

Stainless Steel Plates to SA 240 TYPE-304L (applicable for Tubesheet, Channel Dished End plate, distribution plate, lifting lugs etc.) of ASME Section-II PART- A; 2021 with additional requirements of Section III-NB, as applicable.

Plates supplied shall be hot rolled, Solution Annealed & pickled condition with No.1 finish.

All plates shall be 100% UT examined as per ASME Sec. III NB-2532.1

Plate material shall be IGC tested in accordance with ASTM-A-262 practice A, on failure E.

2. Material identification

Identification item should cover heat no. /Lot no. /PO no. /Material grade / Monogram / QS stamp.

3. Hardness

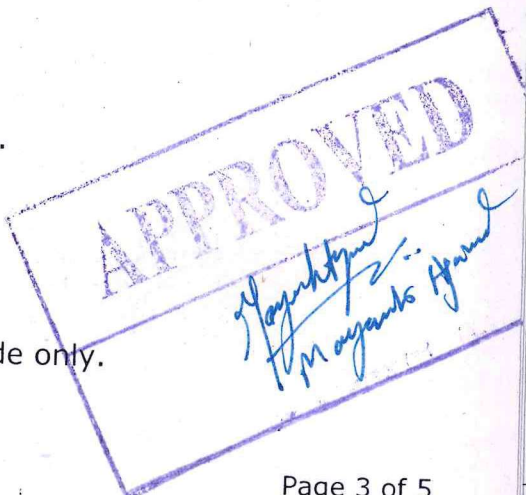
Hardness measurement shall be done on each piece of Tubesheet plate item. The hardness shall be in the range of RB 86 to RB 95 (applicable to tubesheet plate only). Hardness Test shall be as per ASTM E10/E18. For other items, hardness shall be as per material specification.


4. Tensile Test

Tensile test shall be carried out as per ASTM E8.

5. SIZE

As per BHEL Purchase Indent / Enquiry / PO.
Plate thickness tolerance shall be on positive side only.



	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No.
		CDE-22-3542 REV.00
TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATE		

6. MARKING OF PLATE

As per para-25.1.1 of SA-480 of ASME Section-II part-A; 2021.

7. PACKAGING & LOADING

As per para-25 of SA-480 of ASME Section-II part-A; 2021.

8. INSPECTION & CERTIFICATION

Co-related original mill test certificate is acceptable. In absence of co-related original material test certificate, all required tests will be conducted in NABL accredited labs and submitted to BHEL. If required by BARC, BHEL may carryout tests as agreed between BARC and BHEL in presence of BARC at BHEL works for final acceptance of plates.

Vendor to furnish QA Plan based on reference QAP as per Annexure-A for BHEL/BARC approval or confirm compliance to reference QAP (Annexure-A) along with offer.

9. CLEARLY SPECIFY ANY DEVIATION(S) FROM BHEL'S REQUIREMENT. OTHERWISE IT WILL BE PRESUMED THAT THE OFFER IS IN LINE WITH OUR REQUIREMENTS.

10. Repair of plates by welding (for any surface defects) is not permitted.

APPROVED
M. S. Aggarwal
M. S. Aggarwal



TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATE

ANNEXURE - A

REFERENCE QUALITY ASSURANCE PLAN

Sr.No.	Component & Operation	Characteristic	Class	Type of check	Quantum of check	Reference Document	Acceptance Norms	Format of Record	Inspection Agency				Remarks
									P	W	R	H	
1.0 Stainless Steel Plates													
1.1	Material Inspection & Identification	Chemical Composition	Major	Co-relation & verification of MTC / Lab TC, all stage-wise records	100%	SA-240 / ASME Sec.III NB, BARC approved Spec. (doc. No. CDE-22-3542 REV.00)	SA-240 / ASME Sec.III NB, BARC approved Spec. (doc. No. CDE-22-3542 REV.00)	Certificate of compliance / SR/ MTC / Lab Report / Inspection Report duly endorsed by authorised QS.	4	2,3	1	1	Identification on item should cover heat no./Lot no./PO no./Material grade /Monogram/ QS stamp
		Heat Treatment, IGC							4	2,3	1	1	
		Mechanical Properties							4	2,3	1	1	
		NDE (UTE)							3	2,1	1	1	
		Surface Quality and Dimensional check	Major	Visual and Measurements	100%	As per SA-480 & BARC approved spec. (doc. No. CDE-22-3542 REV.00)	As per SA-480 & BARC approved spec. (doc. No. CDE-22-3542 REV.00)	Material identification report	2	1,2	1	1	

NOTES :

- 1 Co-related original mill test certificate is acceptable. In absence of co-related original material test certificate, all required tests will be conducted in NABL accredited labs and submitted to BHEL. If required by BARC, BHEL may carryout tests as agreed between BARC and BHEL in presence of BARC at BHEL works for final acceptance of plates.
- 2 Calibrated instruments shall be used during inspection, examination and testing. Use of calibrated equipment including ovens needed.
- 3 Non-destructive examinations shall be performed by personnel qualified to Level - I or II, Witnessing, Interpretation/Evaluation, & Review of NDT Procedures shall be done by Level II or Level III ISNT/ASNT. All NDT Procedures shall be Approved by ISNT/ASNT Level III.
- 4 Chemical & mechanical tests on the material shall be performed in laboratories accredited by NABL.
- 5 All latest applicable codes & standards shall be used.

ABBREVIATIONS :

- 1 BARC QS or BARC approved TPIA
- 2 BHEL / BHEL authorised agency
- 3 Sub-Vendors / Sub-Vendors Authorised agency for imported material
- 4 External laboratory / sub-vendor

P Performed by :

H Hold point : This activity shall be kept under hold till Report is signed off or written waiver is obtained from the agency responsible for this stage (BARC QS / its Authorised Representative).

W Witness point : Witness points are critical steps in manufacturing and examination / inspection / testing. Where the supplier is obliged to notify in sufficient advance of the start of the operation / test so that it may be witnessed. The Supplier may proceed with the work past a witness point, if the BARC-QS or its authorised representative is not available at the appointed time.

R Document Review : Review / Verification of documents carried out by agency for compliance and acceptance.

DEFINITIONS :

Critical : The characteristic of a component, process or operation failure of which will surely cause operating failure

Major : The characteristic of a component, process or operation whose failure may cause operating failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduced life or seriously affect the aesthetics.

Minor : The characteristic of a component, process or operation whose failure neither materially reduce the usability of the product in operation, nor does it affect the aesthetics.

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 SS Plate
E 1423073

_____ (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.

Harsh

हर्ष आसुदानी / HARSH ASUDANI
 हरि अभियंता / Sr. Engineer Dy Manager
 सी एम एम. विभाग / CMM Division
 बी.एच.ई.एल., भोपाल / B.H.E.L., Bhopal

For & On behalf of the Principal
 (Office Seal)

Place BHOPL
 Date 23/02/23

Witness: *Sumit Gumber*
 (Name & Address) BHEL Bhopal

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

Witness: _____
 (Name & Address) _____