


5x800MW YADADRI TPS

TECHNICAL SPECIFICATION
FOR
THERMAL INSULATION - ANCILLARY MATERIAL

SPECIFICATION NO. PE-TS-417-169-M038
Rev. No.: 00



BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, INDIA

	TITLE: TECHNICAL SPECIFICATION THERMAL INSULATION-ANCILIARY MATERIAL 5x800 MW YADADRI TPS	SPECIFICATION NO. PE-TS-417-169-M038
		REV. NO.: 00
		DATE: 07.07.2022
		SHEET: 1 OF 1


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1 GENERAL

This specification covers the design, materials, manufacturing and testing of ancillary materials required for application of thermal insulation on piping and equipment at Vendor's or/ and sub-Vendor's works inclusive of packing requirements. In case of contradiction between Section-I and DataSheet-A of Section-II, DataSheet-A of Section-II will prevail.

2 MATERIALS


- 2.1 All the material to be supplied under this specification shall be new, unused and free from any defects.
- 2.2 Binding wires, stitching wires and lacing wires shall be of galvanized steel (Commercial Grade) conforming to IS:280 / stainless steel (SS304 or superior grade) conforming to IS:6528. All the wires shall be supplied in coil form.
- 2.3 Mild steel flats, lugs etc. shall be of commercial grade as per IS:2062. Flats and lugs shall be supplied in coil form.
- 2.4 Screws used for cladding sheet joints shall be self-tapping type with washers. Both screws and washers shall be zinc coated (Commercial Grade) or stainless steel (SS304 or superior grade) as per requirement of datasheet-A conforming to the applicable standards.
- 2.5 All other materials i.e. bolts & nuts, rivets, aluminium band & seals etc. shall be of commercial grade quality conforming to applicable standards.
- 2.6 Aluminium band & seals etc. shall be of commercial grade quality conforming to IS:737 standard.

2.7 SEALING COMPOUND

Joint sealing compound shall be used between the overlapping of the Protective Cladding Sheet of Thermal Insulation to make cladding joints vapour tight and to prevent Moisture & Water from entering into the insulation. They shall be of self-setting paste type. The sealing compounds shall be suitable for and comply with the following parameters:

- | | |
|-----------------------------|--|
| a) Service Temperature | : To Withstand 100°C |
| b) Approximate weight | : 1.5 Kg / litre |
| c) Viscosity | : Soft Paste |
| d) Drying Time | : 8 hours or as specified by the manufacturer. |
| e) Application | : Trowel or as recommended by the manufacturer |
| f) Average volatile matters | : To be specified by the manufacturer. |

The shelf-life of sealing compound being approximately 1 year, it should be dispatched only after getting clearance from site.

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2.8 CERAMIC FIBRE PAPER

The ceramic fibre paper shall be as per IS 15402 suitable for and comply with the following parameters:

- | | |
|--|--|
| a) Classification Temperature (°C) | : To be Suitable for a Minimum of 600°C. |
| b) Thickness (mm) | : 3 mm |
| c) Bulk Density (Kg / m ³) | : 128 Kg / m ³ (Minimum) |
| d) Size (mm) | : 1000mm x 500mm |


2.9 Pictorial view of ancillary material items is shown in annexure-1 for better clarity only and actual requirement shall be as per datasheet-A and Technical specification.

3 INSPECTION AND TESTING

- 3.1 All the materials to be supplied under this specification shall be of good quality meeting requirements of applicable standards.
- 3.2 In case of all ancillary materials, supplier shall furnish a certificate that the materials supplied complies with the requirements of applicable standards.

4 PACKING & MARKING

- 4.1 Materials like binding wires and lacing wires shall be packed in Polythene lined hessian.
- 4.2 Bolt & nuts, rivets, screws etc. shall be packed in polythene bags and further shall be packed in wooded boxes. The wooden boxes should be marked with indelible ink.
- 4.3 Sealing compound shall be packed in metallic drums/tins.
- 4.4 Mild steel lugs shall be packed in polythene lined hessian. Mild steel flats shall be wrapped with polythene lined hessian.
- 4.5 Ceramic fiber paper shall be packed in such a way that no moisture can enter even if the packing is kept in the open atmosphere (exposed to rain), by suitably providing polythene covers.
- 4.6 The following details shall be legibly and indelibly marked on all the packages:
- BHEL Purchase order number
 - Project Name
 - Name of supplier
 - Material / Item.
 - Item details (Size / Thickness / Gauge / Dimension)
 - Weight of the package
 - A caution note "Always store under covered shed and on raised platform"

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5 DOCUMENTS REQUIRED ON DISPATCH

Before dispatch of the material the vendor shall furnish the following in original for BHEL review and acceptance.


- a) Material Test certificates.
- b) Shop test reports and certificates.
- c) Vendor to provide soft copy of photos/snaps of duly packed insulation material. The soft copies to be provided by vendor after final inspection of Insulation material. Clearance for dispatch of insulation material will be given only after satisfactory packing conditions from vendor's work.

6 DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

Bidder shall submit the following documents duly filled, signed and stamped along with the bid:

- a) Compliance sheet
- b) Documents as per the list indicated in the NIT.

The above are the only documents which will be used for technical evaluation unless other documents are asked for during technical clarifications. Any other technical document enclosed with the bid shall be ignored for the purpose of technical evaluation. All other documents attached with the specification are for information of the vendor and no comments shall be marked on these.

	ANNEXURE-1 Pictorial view of Thermal insulation-Ancillary Material	SPECIFICATION NO:PE-TS-417-169-M038
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Pictorial view of Ancillary material items

Note: These are pictorial representation of items for better clarity only and actual requirement shall be as per datasheet-A and Technical specification.

1. BINDING & LACING WIRES




2. M.S. Straps/Flats

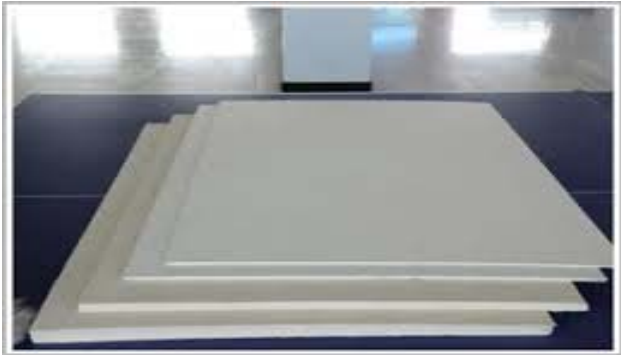


3. Self-tapping screw with washers -SS/Zinc Coated



	ANNEXURE-1 Pictorial view of Thermal insulation-Ancillary Material	SPECIFICATION NO:PE-TS-417-169-M038
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4. Ceramic Fiber paper



5. MS rivets




6. Bolts & Nuts, MS, hexagonal head



7. Anodised Aluminium bands




	ANNEXURE-1 Pictorial view of Thermal insulation-Ancillary Material	SPECIFICATION NO:PE-TS-417-169-M038
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8. Seals for aluminium bands



9. GI toggle clips




	DATA SHEET- A ANCILLARY MATERIALS REQUIRED FOR APPLICATION OF THERMAL INSULATION 5x800MW YADADRI TPS	SPECIFICATION NO. PE-TS-417-169-M038	
		VOLUME :	
		SECTION: II	
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B.O.M.

Sl. no	ANCILLARY	SPECIFICATION	UNIT	QUANTITY
1	Binding Wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	1600
2	Lacing wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	1350
3	Binding Wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	16300
4	Lacing wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	13600
5	M.S. Straps/Flats	20 mm x 3 mm	Kg	45250
6	Sealing compound	----	Kg	2750
7	Self-tapping screw with washers – Stainless Steel	No. 8 x 19 mm long	Set	1357500
8	Ceramic Fiber paper	3 mm thick	SQM.	2750
9	MS rivets	3 mm dia 12 mm long	Nos.	254500
10	Bolts & Nuts	10 mm dia 60 mm long	Set	21500
11	Bolts & Nuts	10 mm dia 40 mm long	Set	21500
12	Bolts & Nuts	10 mm dia 25 mm long	Set	21500
13	Anodised Aluminium bands	20 mm x 0.6 mm	Kg	21400
14	Seals for Aluminium bands	To suit Al. bands	Kg	1950
15	GI toggle clips	----	Nos.	5000

NOTE:-

- Bidder to quote/ fill all columns related to applicable taxes, freight etc. separately & individually. No cost is to be made inclusive in Ex.-works price or other heads. Non-compliance to this may lead to rejection of bid.

	COMPLIANCE SHEET THERMAL INSULATION - ANCILLARY MATERIAL 5x800MW YADADRI TPS	SPECIFICATION NO. PE-TS-417-169-M038
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I hereby comply/not comply (*) to all the requirements of this technical specification in totality.

* In case the bidder does not comply to the technical specification, the deviations shall be explicitly listed in

TABLE-1 below in case of procurement through GeM portal

Or else

Cost of Withdrawal sheet of GCC

TABLE – 1

S. NO.	VOLUME / SECTION	PAGE NO.	CLAUSE NO.	COMPLETE DESCRIPTION OF DEVIATION	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS ONLY					

NOTES FOR TABLE-1:

1. All the bidders have to list out Technical deviations (if any) in detail in the above format.
2. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
3. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at the discretion of the Purchaser.
4. Bidders to note that any Technical deviation not listed above and requested after Part-I opening shall not be considered.

PARTICULARS OF BIDDER'S AUTHORISED REPRESENTATIVES		
NAME	DESIGNATIONS	SIGN & DATE



PRE - QUALIFYING REQUIREMENTS

DOCUMENT NO: PE-TS-417-000-M054

REVISION NO: 00 DATE: 07.07.2022

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Standard document No.: PE-TS-999-000-M054

Project: 5x800MW YADADRI TPS

Package: Thermal Insulation- Ancillary Material

CRITERIA FOR EVALUATION (TECHNICAL / FINANCIAL):

1. Technical Pre-Qualifying Requirements:

1.1 The bidder should have supplied Thermal insulation - Ancillary Material (E.g. Wire, Strap, Bands, Sealing compound, Ceramic fiber paper, Screws, Rivets, Bolts & nuts, Toggle clips) for application of thermal insulation on pipe and equipment in a power plant or for similar application.

1.2 The item(s) supplied should have performed successfully in similar installations for at least one year. To establish meeting this requirement, the bidder shall conform to any one of the following clauses:

- (i) Execution of two purchase orders for different End-users with the item(s) performing successfully for one (1) year from date of commissioning to date of bid submission as defined in Notice Inviting Tender (NIT) by BHEL. Different projects of a customer shall be considered as different End-users.
- (ii) Minimum one (1) repeat contract from two (2) different Purchasers (i.e. 2 Nos of Purchase orders from each purchaser). A contract shall be considered as repeat, when the second contract is given by the same purchaser after lapse of minimum one (1) year from purchase order date of first contract.
- (iii) Execution of one (1) purchase order as per sl. no. (i) above from one End-user and one (1) repeat contract from another Purchaser as per sl. No. (ii) above.
- (iv) Three (3) repeat contracts from one (1) Purchaser. Second and third repeat contract shall be after lapse of minimum one (1) & two (2) years respectively from purchase order date of first contract.

1.3 The bidder to furnish the following documents, as applicable, in support of the above:

- a) For point 1.2(i): Performance certificates from End-user (duly signed & dated) specifying that the product is performing successfully for one (1) year from date of commissioning along with correlated purchase order(s).
- b) For point 1.2 (ii) & (iv): Purchase order(s).

1.4 To establish business continuity, bidder to submit minimum two (2) Purchase orders for item(s) as specified in points 1.1 in last 3 (three) years prior to the date of bid submission defined in NIT by BHEL-PEM.

2.0 Bidder to also comply with general points mentioned below.

2.1 Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: DEEPAK DESIGNATION: MGR. DEPT.: PS-PEM/ MPL	NAME: KULDEEP KUMAR DESIGNATION: MGR. DEPT.: PS-PEM/ MPL	NAME: B.K. AGARWAL DESIGNATION: DH (MPL)



PRE - QUALIFYING REQUIREMENTS

DOCUMENT NO: PE-TS-417-000-M054

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a) If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.

b) If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.

c) If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. and warranty/ guarantee shall be submitted along with the offer.

2.2 Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of contract(s).

2.3 Consideration of offer shall be subject to customer's approval of bidders, if applicable.

2.4 Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

2.5 Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

2.6 After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

2.7 Bidder to ensure that Third Party/ Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/ certificate issuing authority such as name & designation of issuing authority and its organization contact number and email-id etc. In case the same found not available, purchaser has right to reject such document from evaluation.

PREPARED BY:

NAME: DEEPAK
DESIGNATION: MGR.
DEPT.: PS-PEM/ MPL

REVIEWED BY:

NAME: KULDEEP KUMAR
DESIGNATION: MGR.
DEPT.: PS-PEM/ MPL

APPROVED BY:

NAME: B.K. AGARWAL
DESIGNATION: DH (MPL)

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.

Noted

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.

Netral

For & On behalf of the Principal
(Office Seal)

नेत्रपाल सिंह / Netrapal Singh
Place: भारत में अभियंता (पी.जी.-1) / Sr. Engineer (PG-1)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
Date: पावर सेक्टर-परियोजना अभियंता प्रबंधन
Power Sector-Project Engineering Management
पीपीईईआई भवन, एच.आर.डी.आई. एण्ड ईएसआई कॉम्प्लेक्स
PPEI Bldg, H.R.D.I. & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा -201301
Plot No. 25, Sec. 16 A, Noida - 201301

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

Clause on IP in the tender**“Integrity Pact (IP)”**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____

(2)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____