निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

(SINGLE TENDER ENQUIRY)

NIT No. AA: GAX:22: EM:108

Date: 27.09.2022

Τo,

M/s iFly Vacation Pvt. Ltd. 315, Suneja Tower 1, District Centre, Janak Puri, New Delhi – 110058

Subject: Organising "Conference on Industry 4.0" at Kevadia, Gujarat on 06th-08th October 2022

Sir/Madam,

BHEL having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites applications invites quotation for organizing "Conference on Industry 4.0" at Kevadia, Gujarat on 06th-08th October 2022. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures. Approximate number of participants would be 300-350.

- 1. **Scope of Work:** The detailed scope of work shall be as per **Annexure-I**. Brief details of the same are placed below.
- 2. Accommodation for all attendees, staff & organizers with details as per on sharing & non-sharing basis (as directed by BHEL).
- 3. Any additional on the spot BHEL requirement shall also be arranged / catered with payment at actual.
- 4. Lunch & Dinner on all days of stay for all present officials in hotel as per Menu (Veg. & Non-Veg.) decided by BHEL.
- 5. At least 4 dedicated Liaison officers / coordinators to be deputed with the organizing team of BHEL till the successful completion of the meeting.
- 6. Exact requirement shall be communicated through Award of Contract. Travel plans of the participants shall be forwarded separately. However, payment will be as per actual utilization beyond the confirmed requirements & minimum guarantees based on BHEL's requirement on all days of the stay.
- 7. The above facilities should be at par with the highest standards of quality to the satisfaction of BHEL. For unsatisfactory service / quality, BHEL reserves the right to not pay for unsatisfactory service / suitably levy penalty. BHEL decision in this regard shall be final and binding.
- 8. No advance shall be given by BHEL.
- 9. BHEL also reserves the right to reject the offer without assigning any reason.
- 10. The quoted prices shall remain firm till the conclusion of the event.

11. INTEGRITY PACT (IP):

- i. IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with 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.
- iii. Details of IEM for this tender is furnished below:

Shri Otem Dai, IAS (Retd.) <u>iem1@bhel.in</u> Shri Bishwamitra Pandey, IRAS (Retd.) <u>iem2@bhel.in</u> Shri Mukesh Mittal, IRS (Retd.) <u>iem3@bhel.in</u>

- Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- v. No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc. on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department / authority.

FINANCIAL TERMS & CONDITIONS

TAXES & DUTIES:

- 1. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 3. GSTIN of BHEL will be provided to the contractor along with the work order.
- **4.** Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- **5.** Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

PAYMENT TERMS:

- 1. The payment of final bill will be made only after satisfactory completion & satisfactory quality of the work as per tender, clearance of the site & clearance of all the liabilities on agency's part. No claim will be entertained after signing the final bill.
- 2. Payment shall be made as per the actual nos. of BOQ items provided by the agency except where Minimum Guarantee is mentioned.

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- **3.** Bills raised by the Agency shall be certified by the official in-charge of BHEL and the payments will be made against final bill, within 30 days by NEFT/RTGS from the date of receipt of bill subject to conditions mentioned at Taxes & Duties. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4. In case of cancellation of meeting/program by BHEL owing to any foreseen and / or unforeseen circumstances, advance payment, if any, made to the Hotel by the service provider as per Hotel's policy shall be reimbursed by BHEL restricted to amount not refunded back by the Hotel in line with their extant policy. However, such claim will be admitted on the submission of documentary proof (payment invoice, hotel's policy, etc.) by the service provider.

PENALTY CLAUSE: It is expected that the service provider will provide the best services during entire event including stay, food/meals, transportation, etc. Complaint in any of the services/arrangements shall lead to penalty of 2% per instance/complaint & 10% maximum for the said service as mentioned in Price Bid Format.

You are requested to kindly quote your best rates in the enclosed price bid format (Annexure-II), to be duly signed & stamped, along with signed & stamped copy of the NIT shall be given in the sealed envelope / email by 12:00 Hrs. on or before 29-09-2022.

Thanks & Regards.

Habibul Rehman

For & on behalf of BHEL

Sr. Manager (HR-GAX & ISMG) Off: 011 6633 7436

Email: habib@bhel.in

Annexure-I

Organising the event on behalf of Ministry of Heavy Industries (MHI) on 07th October, 2022 at Kevadia, Gujrat

S. No.	Description of service / arrangement	Qty. / Nos.	Nos. of night s / servi ce	Rate per night or item or service, excludin g taxes (in Rs.)	GST (%)	Total Amount excl. Taxes (in Rs.)	GST Amount (Rs.)	Total (all incl.) (in Rs.)
Α	Accommodation							
	Tent City-2, Kevadia							
1	Accommodation in Wooden Cottage	1	2	38500.00	18	77000.00	13860.00	₹90,860.00
2	Accommodation in Darbari Tent	4	2	38500.00	18	308000.00	55440.00	₹ 3,63,440.00
3	Accommodation in Premium Tent	35	2	8400.00	18	588000.00	105840.00	₹ 6,93,840.00
3	Accommodation in Deluxe Tent	14	2	6300.00	18	176400.00	31752.00	₹ 2,08,152.00
4	Accommodation in Deluxe Tent (organising team)	10	4	6300.00	18	252000.00	45360.00	₹ 2,97,360.00
5	Accommodation in Premium Tent (for BHEL Dir & independent Dir's)	10	2	8400.00	18	168000.00	30240.00	₹ 1,98,240.00
6	Dormitory accommodation	30	2	1500.00	18	90000.00	16200.00	₹ 1,06,200.00
	Furn Hotel, Kevadia							
7	Accommodation with buffet breakfast in Presidential Room	1	1	55000.00	18	55000.00	9900.00	₹ 64,900.00
8	Accommodation with buffet breakfast in premium Room	15	2	15000.00	18	450000.00	81000.00	₹ 5,31,000.00
В	Food							
1	Snacks Box	200	1	350.00	5	70,000.00	3,500.00	₹ 73,500.00
2	Additional menu Item for Lunch Day 1 (6/10)	100	1	1,500.00	5	1,50,000.00	7,500.00	₹ 1,57,500.00
3	Lunch for Non- resident delegates as per Conference Lunch menu Day 2 (7/10)	300	1	1,350.00	5	4,05,000.00	20,250.00	₹ 4,25,250.00
4	Lunch for residential delegates as per Conference Lunch menu Day 2 (7/10)	100	1	1,500.00	5	1,50,000.00	7,500.00	₹ 1,57,500.00
5	Additional menu Item for Lunch 3 (8/10)	100	1	1,500.00	5	1,50,000.00	7,500.00	₹ 1,57,500.00
6	Additional item for Hi Tea Day 1 (6/10)	100	1	300.00	5	30,000.00	1,500.00	₹ 31,500.00
7	Additional menu Item for Dinner Day 1 (6/10)	100	1	1,500.00	5	1,50,000.00	7,500.00	₹ 1,57,500.00
8	Gala Dinner for Non- residential delegates Day 2 (7/10)	300	1	2,050.00	5	6,15,000.00	30,750.00	₹ 6,45,750.00
9	Gala Dinner for residential delegates Day 2 (7/10)	100	1	1,200.00	5	1,20,000.00	6,000.00	₹ 1,26,000.00
10	Lunch for Driver, police & Local Admn. Staff	100	1	350.00	5	35,000.00	1,750.00	₹ 36,750.00
11	Dinner for Driver, police & Local Admn. Staff	100	1	350.00	5	35,000.00	1,750.00	₹ 36,750.00
	Dinner & lunch at Fern	60	1	2,500.00	5	1,50,000.00	7,500.00	₹ 1,57,500.00

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С	Conference Hall Rental							
1	Conference Room-1, 1500 sqm area (6th & 7th) for Conference , Gala Dinner & Cultural programme	1	2	1500000. 00	18	3000000.00	540000.00	₹ 35,40,000.00
2	Toran Lounge 112 sqm area(For VVIP Lounge for 6th & 7th)	1	2	75000.00	18	150000.00	27000.00	₹ 1,77,000.00
D	Event Infrastructure, Event management & related Work							
1	Main stage with carpet, stairs, railing, Podium for conference Hall-1 (144'x24'x3') Dias setup for 5 persons with name plate, podium with branding	1	1	792000	18	792000	142560.00	₹ 9,34,560.00
2	LED Backdrop for Conference Hall-1 (46'x 10') including LED screen in centre & two display for presentation with support staff including 1 pre-event day	1	2	160000	18	320000	57600.00	₹ 3,77,600.00
3	LED Screen set up inside Conference Hall-1 (8'x 6') including pre event day	5 :	2	19200	18	192000	34560.00	₹ 2,26,560.00
4	50 -inch TV in front of dais at Conference hall-1 including AV supply cabling from main mixer and wooden box including pre event day	2	2	9000	18	36000	6480.00	₹ 42,480.00
5a.	Siting arrangement (sofa & Chair): Sofa with wooden Glass table in 1st & 2nd row	32	2	4000	18	256000	46080.00	₹ 3,02,080.00
5b.	Siting arrangement (sofa & Chair): Cluster Seating	55	2	4000	18	440000	79200.00	₹ 5,19,200.00
6	Special sound arrangement for Conf including 4 way sound system, 4 no monitor for dias, laptop, collar mikes, goose mike, all cabling work sound mixer etc. complete	1	2	400000	18	800000	144000.00	₹ 9,44,000.00
7	Flower decoration in conf.	1	1	300000	18	300000	54000.00	₹ 3,54,000.00
	Hall Flower Bouquets	50		2000	18	100000	18000.00	₹ 1,18,000.00
8	Fresh fruit basket in tents	30	2	1000	18	60000	10800.00	₹ 70,800.00
10	250 ml -Aava alakline water bottle for conf & Dinning hall	2400	1	90	18%	216000	38880.00	₹ 2,54,880.00
11	750 Aava alkaline water bottle in tents	100	1	270	18	27000	4860.00	₹ 31,860.00

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12	Cultural program arrangement in conference- Hall -1 including (a) Cultural Troupe (b)decorative light & sound system (c) Green Rooms with necessary arrangements	1	1	720000	18	720000	129600.00	₹ 8,49,600.00
13	Upgradation of main dining Hall including q- manager, food counters, table, chair flower decoration, separate VVIP Dinning partition etc. complete	1	1	550000	18	550000	99000.00	₹ 6,49,000.00
14	Dinning setup for police, Protocol officers, Liaison officer, driver & support staff including covered structure (70'x80')	1	1	550000	18	550000	99000.00	₹ 6,49,000.00
15	Venue Branding standee (4'x 6') including both side printing & Ms framing	10	1	5500	18	55000	9900.00	₹ 64,900.00
16	Hi tea (tea/coffee with cookies arrangement inside conference hall-1, 2 time) on 7/10	2	1	75000	18	150000	27000.00	₹ 1,77,000.00
17	Photography & videography of the entire event (3 photographer & 3 videographer, 1 drone photography)	1	1	350000	18	350000	63000.00	₹ 4,13,000.00
18	Golf cart with driver	5	2	25000	18	250000	45000.00	₹ 2,95,000.00
19	Red carpet on Passage area	5000	1	20	18	100000	18000.00	₹ 1,18,000.00
20	DG set backup	1500	2	150	18	450000	81000.00	₹ 5,31,000.00
21	Wifi facility including e- system for launching of 75 e-buses.	1	1	600000	18	600000	108000.00	₹ 7,08,000.00
E	Miscellaneous							
	arrangements	4	1	F0000	10	F0000	0000	Ŧ FO 000 00
1	Comparer Badges, Lanyard &	1	1	50000	18	50000	9000	₹ 59,000.00
2	Stationery	1	1	50000	18	50000	9000	₹ 59,000.00
3	Welcome-Shawl &	1	20	10000	18	200000	36000	₹ 2,36,000.00
	Mementos							
4	Pre-visit Conference Mix bowl of dry	1	1	50000	18	50000	9000	₹ 59,000.00
5	fruit, assorted chocolate, for conference & Rooms	1	1	100000	18	100000	18000	₹ 1,18,000.00
6	Supporting manpower/volunteer for conference	10	1	5000	18	50000	9000	₹ 59,000.00
7	Media Travel & media related	1	1	500000	18	500000	90000	₹ 5,90,000.00
F	Transport / Taxi services	4.5		0000.00		1000000 00	E4000 00	F 11 24 000 00
-	Taxi (For 24 hrs)	45	3	8000.00	5	1080000.00	54000.00	₹ 11,34,000.00
_	Taxi (For 24 hrs) Taxi (For 24 hrs) for	4	6	8000.00	5	192000.00	9600.00	₹ 2,01,600.00
	Ministers	2	3	12000.00	5	72000.00	3600.00	₹ 75,600.00

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G	Branding							
1	Welcome stall at Ahmedabad & Vadodara Airport	1	1	100000.0	18	100000.00	18000.00	₹ 1,18,000.00
2	Printing & branding on excellent quality flex banner (black-back) for welcome banners, city branding, Directional signages, in MS frame etc. (sqft) including necessary permissions /licensing: (a) Welcome Hoarding enroute from Vadodara Airport to Tent City (b) City Branding, Kevadia	1000	1	100.00	18	1000000.00	180000.00	₹ 11,80,000.00
Н	Airport Branding						* P	
1	Airport Branding with flex or digital (a)Ahmedabad - (b) Vadodara-	1	1	1200000. 00	18	1200000	216000	₹ 14,16,000.00
	(c) Delhi Airport -	1	1	1100000. 00	18	1100000	198000	₹ 12,98,000.00
I	Total Amount					20432400.00		₹2,36,67,712.00



Annexure-II

Ref. No. - AA: GAX:22: EM:107

Date: 27.09.2022

	PF	RICE BID		
S. No.	Description	n	Remarks	
1	Total estimated expenditure towards Organising "Conference on Industry 4.0" at Kevadia, Gujarat on 06th-08th October 2022 (excl. GST, Management Fees & GST on Management Fees)	₹2,04,32,400.00	Refer Annexure-I	
2	Management Fees (To be quoted by bidder)	(in figure) (in words)	Quote in % of S.No.1 above, up-to 2 decimal places	

For & on behalf of BHEL

Habibul Rehman

Sr. Manager (HR-GAX & ISMG)

BHEL Corporate Office

Asiad, Siri Fort, New Delhi 110049

Off: 011 6633 7436 Email: habib@bhel.in

Sign & Stamp of Bidder

Name:

Designation:

Name of organization:

Date:

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

M/s iFly Vacation Pvt. Ltd., having its registered office at 315, Suneja Tower 1, District Centre, Janak Puri, New Delhi – 110058 (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 providing Facility Management Services at DELHI based BHEL premises for the period of two years. 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 independent External Monitor(s), 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. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/PC 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.
- **1.1.4** 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.

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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- The Bidder declares that no previous transgressions occurred in the last 3 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.
- 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.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

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- The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- The Principal will disqualify from the tender process all bidders who do not sign this 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)

- The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- **8.7** The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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- **8.9** The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- **8.10** The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months alter the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

For & On behalf of the Principal

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- **10.2** Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

On behalf of the Bidder/ Contractor

(Office Seal)	(Office Seal)
, lace	
Date	
Witness:	Witness:
(Name & Address)	(Name & Address)

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