

SPECIAL CONDITIONS OF CONTRACT (SCC) ENQ. NO. E9AWS00012,		DUE DATED: 08.04.2023	
SI.NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
1	TWO-PART BID	Offer shall be submitted in two part bid system against this enquiry. Part-I shall consist of pre-qualification criteria (PQC) Techno-Commercial bid with all required documents and Price shall be fed in Part-II.	
1.a	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <p>(i) Bidder's confirmation of BHEL drawing/Specification & technological scope.</p> <p>(ii) Bidder's confirmation of BHEL Quality plan. (Approved QAP provided with tender documents)</p> <p>(iii) Duly filled in signed and stamped Special Contract Conditions (SCC).</p> <p>(iv) Duly filled in signed and stamped Instructions to Bidder (ITB).</p> <p>(v) Duly filled in and completed in all respect ITB ANNEXURE-II (Framework Confidentiality Agreement cum Underatking)</p> <p>(vi) Udyam Registration Certificate for MSE vendors.</p> <p>(vii) Duly filled in, signed and stamped Pre-qualification criteria (PQC) alongwith supporting documents.</p> <p>(viii) Duly signed and stamped Un-price bid.</p> <p>(ix) Duly filled in, signed and stamped Integrity Pact as per prescribed format.</p> <p>All the above documents shall be duly authenticated by signature and official seal of the company.</p> <p><u>Note:</u> Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable for rejection.</p>	
1.b	PRICE BID	<p>Vendor shall quote Rate "Rs/Pc" for each item.</p> <p>The rate quoted shall be inclusive of conversion charges, all consumables, handling charges and dispatch of finished jobs to BHEL (HPEP) Stores. Quoted price shall be on firm basis. No revision of prices will be entertained after the tender is opened.</p>	
2	DETAILS OF JOB	Machining of HP Heater Tube Sheets as per BHEL drawings/drawing change advise (DCA) and technological scope/Quality plan with BHEL materials & in line with NIT Terms & Conditions	
3	QUANTITY	08 Numbers (With 05 different drawings)	
4	DELIVERY	Based on readiness and priority , BHEL may issue one tubesheet or two tubesheets together. Depending on the outcome of the tender, those two tubesheets may be same size or combination of sizes. In either case, the delivery schedule shall be 45 days from the date of receipt of respective tubesheets at vendor works. Further consignment of tubesheet will be sent after a minimum time gap of 2 weeks. In no case , each consignment will contain more than 2 tubesheets. Offers with delivery period of more than 45 days will attract loading at the rate of 0.5% per week. BHEL reserves the right of not considering offers with delivery schedule beyond 70 days.	
5	SCOPE OF MATERIAL SUPPLY AND TRANSPORTATION CHARGES	Transportation of Tube Sheets from BHEL Hyd to vendor works is in BHEL Hyderabad scope and transportation of finished components (Drilled Tube Sheets) from vendor works to BHEL Hyd is in vendor scope.	

6	PAYMENT TERM	<p>100% payment will be made within 45/60/90 (MSE/Medium Enterprise/Non MSME) days from the date of receipt of finished items at our works against GR and material accountal.</p> <p>Note:</p> <p>A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.</p> <p>B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL</p> <p>C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>E. In case of packaged items, 10% of supply value will be retained till completion of total supplies.</p> <p>F. Bidders to comply with clause 11 on GST requirements</p>	
7	VALIDITY OF OFFER	<p>Your Offers must be kept valid for a period of 90 days from the date of part-i bid opening and in the event of our acceptance of your offer the prices finalized should remain firm for ""one year"" from the date of finalisation of tender(approval of PO note).</p>	
8	PENALTY	<p>In the event of delay in supply of goods, a penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Reckoning date for penalty is c-note date.</p>	
9	TOOLS	<p>Tools,gauges,jigs & fixtures and instruments will not be supplied by BHEL</p>	
10	REJECTION OF CONDITIONAL OFFERS	<p>Conditional offers if any submitted by the firms will not be acceptable.</p>	
11	MODE OF TENDER FINALIZATION	<p>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</p> <p>Bidders to provide the details of the representative who will be participating in the RA. i.e. (Name, Phone No and email ID.)</p>	
12	RISK PURCHASE	<p>In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings</p>	

13	QUANTITY DISTRIBUTION	There will be no quantity distribution. Total quantity will be ordered on L1 vendor for respective items.	
14	SCRAP	There will be no scrap cost deduction at BHEL end at the time of material accountal. Thus, bidder to quote accordingly.	
15	BASIS OF TENDER EVALUATION	Tender will be evaluated on itemwise basis.	
16	FINANCIAL STANDING	Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.	
17	INSPECTION	Stage and final inspection shall be carried out by BHEL QC/BHEL TPIA and or Customer (as applicable).Tests & Inspection shall be in line with drawing and technological scope/approved quality plan. Vendor shall raise inspection call accordingly.	
18	DRAWINGS	a)These drawings are the property of BHEL. Copying or circulating or misuse of these drawings or parts of it by vendor is not permitted and will have to face legal consequences if found so. b)Assembly drawings shall be provided along with enquiry. However complete drawings will be given at the time of placement of order.	
19	CLARIFICATION	If any further clarification is required kindly depute your representative for discussion before submitting your offer. Contact phone no: 040-23183555 mob: 7799181180/9490758635. Mail ID: mithlesh@bhel.in , marisa@bhel.in	
20	GUARANTEE	Equipment shall be guaranteed against all manufacturing defects for a period of 24 months after supply or 18 months after commissioning whichever is later. Defects noticed shall be replaced / rectified at free of cost by the supplier.	
21	LOADING/UNLOADING FACILITIES	You must have adequate material handling facilities for safe unloading of raw materials/loading of finished products.	
22	INSPECTION	The goods will be cleared for dispatch on provisional basis. On receipt of the goods at our BHEL shop/site, the goods shall be subjected to inspection. And any defects noticed during assembly, testing or use , not withstanding the same may have been passed, certified and paid for – is to be rectified by the subcontractor, in whole or in part, as the case may require, at their own cost. In the event of his failure to do so with in reasonable period, BHEL will rectify or remove and re-execute the work at the risk & cost of subcontractor. The cost of rework or rejection, and any cost of freight incidental to such work will be to the subcontractor's account. Thus, Our acceptability of the goods shall be final.	
23	CONSEQUENCES OF REJECTION	In the event of any rejection arising due to the workmanship or due to mishandling of assemblies or components or any kind of damage which renders the assemblies unfit for use, the cost of each assembly shall be recovered along with taxes & duties as per BHEL norms from the bank guarantee being furnished by vendor.	
24	RIGHT OF CANCELLATION/QTY REDUCTION	BHEL shall have the right to cancel the contract wholly or in part by reducing the number of item quantity in case it is obliged to do so on account of any decline, diminution, curtailment or stoppage of business.	

25	CONSEQUENCE OF FAILURE TO EXECUTE THE ORDER	After placing PO, in case vendor fails to execute the order due to reasons attributable to vendor, it is vendor's obligation to return the raw material to BHEL, failing which BHEL will bring back material as per transport contract and the amount will be taken/deducted from available bills of vendor. Further action will be initiated on vendor for non performance of contract as per BHEL norms.	
26	PACKING	For any loss or damages arising out of improper packing and dispatch, the vendor will be held responsible	
27	TAXES & DUTIES	Applicable taxes and duties to be mentioned in the offer.	
28	BANK GUARANTEE	For material valuing upto Rs. 50,000/- per SCO no BG is required. For material valuing more than Rs. 50,000/- per SCO , 10% of the material value shall be provided as BG specific to enquiry with sufficient validity minimum six months or any other financial instrument as specified by BHEL without which PO will not be released.	
29	DISCRETION OF ACCEPTANCE	BHEL reserves right to accept or reject any tender or a portion thereof without assigning any reason whatsoever. BHEL has the right to refloat or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.	
30	MSE CLAUSE	"MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyam Registration Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-Procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer."	
31	INDEMNITY	Subcontractors shall indemnify BHEL against the following: (A)All claims for injury or damage caused by the sub contractor's negligence or the negligence of subcontractor's employees or arising from any defect in the goods supplied or on the work carried out by the subcontractor's. (B)All claims for injury to the subcontractor employees or agents employed whilst on BHEL premises.	
32	GENERAL	Any change in the address/reduction in qualified workplaces/ownership of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Any deviation found later will be dealt with as deemed fit, including cancellation of registration.	
33	ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP	If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Sub-contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and cost of the Sub-contractor.	

34	CONFLICT OF INTEREST	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder, found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none">a) they have controlling partner (s) in common; orb) they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc) they have the same legal representative/agent for purposes of this bid; ord) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; ore) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; orf) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:<ul style="list-style-type: none">1. The principal manufacturer directly or through one Indian agent on his behalf; and2. Indian/foreign agent on behalf of only one principal; org) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; orh) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.	
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35	INTEGRITY PACT (IP)	<p>(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.</p> <p><u>Details of IEM for this tender is furnished below:</u></p> <p>i) Name: Shri Otem Dai, IAS (Retd.) E-mail: iem1@bhel.in</p> <p>ii) Name: Shri Bishwamitra Pandeyt IRAS (Retd.) E-mail: iem2@bhel.in</p> <p>iii) Name: Shri Mukesh Mittal, IRS (Retd.) E-mail: iem3@bhel.in</p> <p>(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 the Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of the IP for the 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 thru' e-mail only.</p> <p>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 clarifications / issues shall be addressed directly to the tender issuing (procurement) department officials.</p>	
<p>Note: The above terms and conditions are applicable for this tender. All the remaining terms and conditions are as per ITB.</p>			

VENDOR'S SIGNATURE WITH COMPANY SEAL

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

_____. 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.
- 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 will 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 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

- 5.1 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.
- 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.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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)

- 8.1 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 in line with Non- disclosure agreement.
- 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.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 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.
- 10.4 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.
- 10.5 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.

For & On behalf of the Principal

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(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.

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@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: _____