



An ISO 9001
Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT /OUTSOURCING

| | |
|---|---|
| TITLE Supply of Alloy Steel Plates (SA387 Gr 91 Cl2) | Phone: +91 431 2574205 Fax : +91 431 2520250 Email : saruna@bheltry.co.in |
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| | Reference Number: Enquiry MM/OS/GR91/003 | Enquiry Date: 11.07.11 | Due date for submission of quotation: 20.08.11 |
| You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order | | | |

BHEL/Trichy is looking for empanelment of new vendors for supply of “Alloy Steel Plates to specification SA387 Gr 91 Cl 2 and as per the TDC”

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| BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharath Heavy Electricals Limited) under enquiry reference “MM/OS/GR91/003 ” | |
| Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present. | Yours faithfully, For Bharath Heavy Electricals Limited MANAGER / MM / OS / TRICHY |

BHARAT HEAVY ELECTRICALS LIMITED
Purchase / Outsourcing

Ref: MM/OS/GR91/003

Date: 11.07.2011

ANNEXURE-A

ENQUIRY TERMS & CONDITIONS for SUPPLY OF ALLOY STEEL PLATES Gr91.

1. Material specification, size & quantity:

Supply of Alloy steel plates to the material specification SA 387 Gr 91 Cl2 and as per BHEL TDC:202 /Rev.05 with third party inspection by any IBR approved agency. Ultrasonic Test has to be performed on plates as per SA578 Level B for 10mm and above thicknesses.

| Sl.No | Description of Item | Weight (Ton) |
|-------|------------------------------------|--------------|
| 10 | Plate 7 x 2000 x 7000 – 195 Nos ** | 150.013 |
| 20 | Plate 10 x 2000 x 7000 – 273 Nos | 300.027 |
| 30 | Plate 12 x 2000 x 7000 – 38 Nos | 50.114 |
| 40 | Plate 25 x 2000 x 7000 – 22 Nos | 60.445 |
| 50 | Plate 40 x 2000 x 7000 – 12 Nos | 52.752 |
| 60 | Plate 65 x 2000 x 7000 – 02 Nos | 14.287 |

Total weight = 627.638 MT

- 2. ** For S.No 10: Plate thickness 6 mm is also acceptable instead of 7mm thick. For the supply of 6mm plate the total quantity should be the same as mentioned in the tender whereas the number of plates will change accordingly.**
- 3.** Submit your clear offer indicating the specification referred and any deviations against specification and TDC shall be indicated in the **offer itself** point by point.
- 4.** THE OFFER WILL BE EVALUATED ON PACKAGE BASIS ONLY i.e, FOR ALL ITEMS LISTED AS ABOVE. ALL ITEMS ARE TO BE QUOTED WITHOUT FAIL, OTHERWISE OFFER WILL NOT BE CONSIDERED.
- 5.** OFFER IS TO BE SUBMITTED FOR THE REQUIRED FULL QUANTITY AGAINST EACH ITEM AS PER THE TENDER. OTHERWISE OFFER IS LIABLE FOR REJECTION.
- 6. Invoicing** - Invoicing on theoretical weight basis calculated as per size indicated against respective item numbers with density factor of 7.85 gm/cc.
- 7. Inspection and testing:**
- Third party inspection (TPI) is to be done by any IBR approved agency.
 - Indicate your TPI agency. (Incase of Lloyds, M/s Lloyds Register Verification Ltd is only required)
 - Mill test Certificates to be issued for the supply.
 - IBR Form-IV certificate duly signed and stamped by IBR approved TPI agency is to be submitted.
 - Confirm whether TPI agency can issue certification in IBR Form-IV for SA387 GR-91 Cl2 plates.
 - All inspection charges to your account only.
- 8. Rates:**
For import supplies, submit your competitive offer in FOB and CFR–Chennai basis. Offers not confirming to this requirement shall be rejected. Extra charges other than sea Freight are totally unacceptable.
- 9. Payment terms:**
- For import supplies, CAD payment is preferred. Otherwise LC will be opened one month prior to material readiness indicated by the mill. LC confirmation charges to beneficiary account only.
 - In case if you are a new supplier (either not registered in BHEL Trichy vendor directory or first time going to supply Gr91 material), then the delivery of the materials should be done in two lots. The first lot (min 20% or any proportion of the tender quantity as agreed by BHEL) to be supplied to BHEL-Trichy and the payment will be made only after the receipt and**

acceptance of materials at BHEL-Trichy stores. The remaining quantity of the tender to be supplied in the second lot for which the payment will be done on CAD/ LC basis. Being a new supply, this has to be accepted without fail.

10. Delivery:

Our delivery requirement is 30.12.11. Delivery period for the above items from the date of Purchase order is required.

11. Liquidated Damages: In case of delayed delivery, LD clause will be operated as per the existing procedure (0.5% per week of delay of value of undelivered goods up to a maximum of 10%). Confirm.
12. Confirm acceptance for Performance Bank Guarantee and Risk Purchase clause.
13. Service charges, commission charges and any other incidentals will NOT be paid extra.
14. Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive).
15. Only import manufacturers/ Indian agents need to respond for this enquiry. One agent can represent ONLY one foreign principal/manufacture. The offer shall be rejected in case of deviation.
16. Offers from traders will be rejected.
17. Port of shipment to be indicated in the offer.
18. Country of origin to be indicated in the offer.
19. In case if you are a new supplier (not registered so far in our BHEL-Trichy supplier directory), then you have to fulfill New-Supplier-Registration formalities. This is mandatory to consider your offer for technical suitability. Non compliance to our registration requirements will lead to disqualification of your offer. Dun & Bradstreet report is required for new import suppliers. Performance bank guarantee is required.
20. Furnish supply details made to other customers in India for the above specification.
21. This tender will be monitored by Independent external monitor (IEM) by Shri J M Lyngdoh, IAS (Rtd.)
22. Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact(IP) shall be rejected. Copy of IP should be enclosed.
23. Offer is to be submitted in TWO part bid system. Technical bid with commercial terms and conditions and Priced bid each in separate sealed covers. Enquiry reference and due date to be indicated on the envelope for both Technical & Priced bid.
24. Only after technical evaluation and found suitable, priced bid will be opened for further process.
25. Offer validity of 45 days is required after priced bid opening in case you are qualified.
26. Submit your competitive offer (Technical & Priced bid) to the following address on or before **20.08.2011 - 14.00hrs:**
TO:
MANAGER/PURCHASE/MM/OUTSOURCING
FIRST FLOOR, 79 BLDG,
BHEL, TRICHY, INDIA
PIN: 620014
Tel: 0431-2574205
E-mail: saruna@bheltry.co.in
27. BHEL reserves the right to reject any or all the offers either in full or part thereof or short close the tender at our discretion without assigning any reasons.
28. Enclosed:
 - (i) TDC: 202/Rev: 05.
 - (ii) Terms and conditions.
 - (iii) Integrity Pact(IP).

Record of revision:

Rev 04: 18/07/2008 CI 1.0 to CI 6.0 modified. Rev 05: 02/02/2011: SA387 Gr 91 Class 2 added, CI 2.0, 3.0, 5.0, 6.0, 9.0, and 10.0 modified.

1.0 MATERIAL SPECIFICATION

ASME :(Latest as on PO Date) : Carbon steel (CS): SA 515 Gr.70
 : Alloy Steel (AS):SA387 Gr.12 Class 2 Gr. 22 Class 2;
 SA387 Grade 91 Class 2
 Additional Requirement : As listed below (supplementary to Specification)
 Alloy steel plates of Gr 91 shall be imported.
 Size and Qty : As per Purchase order (PO)

2.0 CHEMICAL COMPOSITION & PROCESS

All plates are of Fully Killed steel.

Drum plates shall be of Vacuum Degassed. (S1 of SA20).

Final rolling: lengthwise.

Plate thickness (t) > 80mm to be made only from ingots. Plate of t ≤ 80mm, can be made from continuous cast slabs. Reduction ratio in thickness from slab/ingot to plate shall be 3:1. Sufficient 'Top of Ingot' to be discarded to ensure plate free of segregation. After top discard the increase in Carbon content at the top-mid, width-mid thickness of the plate shall not exceed 20% of the reported ladle analysis value. This value shall be reported in Test Certificate.

Ladle analysis: 1 sample per cast, Product analysis: min.1 sample per plate as rolled.

Max.Carbon: CS: 0.25%. Max. Carbon Equivalent for Carbon Steel: As per S20 of SA20.

3.0 HEAT TREATMENT (HT) (as delivered condition)

| Material | Heat Treatment Temp,C | | Soaking time, hr/in | |
|------------------------|-----------------------|-----------|---------------------|-----------|
| | Normalising | Tempering | Normalising | Tempering |
| CS SA 515 Gr 70 | 880-920 | - | 1/2 | - |
| AS SA387 Gr 12 Class 2 | 920-950 | 640-670 | 1/2 | 1 |
| AS SA387 Gr 22 Class 2 | 920-950 | 680-710 | 1/2 | 1 |
| AS SA387 Gr 91 Class 2 | 1040-1080 | 730-800 | 1/2 | 1 |

Note:

1. Normalising shall be done for a minimum time of 30 min while tempering to be done for a minimum time of 60 min.

4.0 SIMULATION HEAT TREATMENT for test coupons in addition to Cl.:3.0:(For CS only)

Normalizing: 880-920deg.C, Stress Relieving (SR): 615+/-10deg.C, 3 hr./inch thick(t), furnace cool to 400deg.C.ROH/ROC for SR: <220/t deg.C/hr.(t in inch), but need not be slower than 55 deg.C/hr.

5.0 MECHANICAL TESTS; (On simulated Heat Treated condition for CS and in as delivered condition for AS)

Extent of test: For each plate.

(1)Tensile Test

(2) Bend Test: Angle of bend: 180 deg. Diameter of the Mandrel = 2xThickness of the plate as rolled.

(3) High temperature tensile test for carbon steel drum plates shall be as per S7 of SA 20. Min Yield strength at 350 deg C: 19.7 kg/sq.mm.

(4) For Gr 91 - Hardness: 195 – 250 BHN, Tensile strength: Min: 630MPa, Yield Strength: Min: 450Mpa.

6.0 NON DESTRUCTIVE TEST_(For Plates of Thickness >10mm)

Ultrasonic test: As per SA578. Acceptance: Level B.

7.0 DIMENSIONAL TEST

Tolerance on thickness of plates shall be positive only.

8.0 REPAIRS AND FINISH

Plates to be free of loose mill scales, edge crack & other injurious defects. Repairs by fusion welding are prohibited. Mechanical removal of defects are permitted subject to min. thickness & smooth surface.

9.0 MARKING

Specification, grade, Melt number, Size, Plate number, Maker's emblem/ code and Inspecting Authority's seal to be stamped on each plate. For plates over 6mm marking shall be by stencilling & steel die stamping and for 6mm and below marking shall be by stencilling & steel die stamping using low stress on each plate & bordered by white paint. In addition for SA387 each plate shall be legibly stamped with the letter N to indicate for normalised and tempered plate. Rolling direction shall be marked by paint. PO No., "BHEL - Tiruchirappalli" & weight to be painted on the product.

10.0 INSPECTION AND CERTIFICATION:

Products shall be inspected at works & the test certificates (in English only) countersigned by Inspecting Authority as below:

Imported: Inspecting Authority approved by IBR for country of origin. (To be concurred by BHEL)

Indigenously supplied IBR items: Boiler Inspectorate/Directorate of Boilers of respective States.

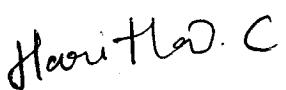
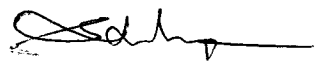
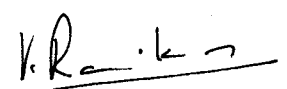
All the products shall be accompanied by IBR Form IV and manufacturers mill test certificate (in English only) supplied against every purchase order.

IBR approved well known Steel maker- Form IV countersigned by supplier along with Mill test certificate.

Others- Form IV counter signed by Inspecting Authority along with Mill test certificate.

The test certificate shall meet all the requirements contained in the purchase order, this TDC, and the applicable ASME Specification with the following details:

- a. Purchase Order No. (BHEL), TDC No., Test certificate number & Quantity.
- b. Specification and Grade with applicable year of code, Heat Number, Plate number.
- c. Steel making process, Chemistry including incidental elements - Ladle and Product analysis.
- d. Heat Treatment details of material and test coupons like temperature, soaking time, cooling medium etc.
- e. The actual ratio of reduction in thickness from a strand-cast slab to plate shall be reported in the test certificate
- f. Mechanical, NDE & other test results with reference, acceptance standards.
- g. Print of the stamp of Inspecting Officer, which is used on the plate.
- h. The manufacturer shall furnish a certificate of compliance stating that the plates have been manufactured, inspected, and tested in accordance with the requirements of the applicable product specification.

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| C.HARITHA/QA | S.SELVARAJAN/QA | V.RAVIKUMAR/QA |
| Prepared by | Reviewed by | Approved by |

TERMS AND CONDITIONS

1. OFFER:

Offer in ENGLISH LANGUAGE AND IN TRIPLICATE in a SEALED COVER SUPERSCRIBING the enquiry number and the due date shall be submitted addressed to:

**THE MANAGER / PURCHASE / FB
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
THIRUCHIRAPPALLI – 620 014
TAMIL NADU
INDIA**

offers should be firm for net FOB Nearest Sea Port price and C&F Chennai port, indicating the shipping specifications and the earliest delivery in respect of offers from overseas suppliers. Offers from indigenous sources shall be firm for FOR TIRUCHIRAPPALLI

2. DOCUMENTS:

(1) offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH and in TRIPLICATE, or otherwise, the offers will not be considered.

(2) in case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

(1) in respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.

(2) if overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.

(3) copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.

(4) for calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken.

4. SPARES:

The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment, otherwise the quotations will be overlooked.

5. VALIDITY:

The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender.

6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

The tenderer shall clearly mention in their offer, that test certificates and operation and maintenance manuals, etc., as called for in the technical specification, in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer.

7. TERMS OF PAYMENT:

In the event of and order the purchaser will arrange for an irrevocable letter of credit against presentation of documents. Under no circumstances confirmed and irrevocable letter of credit will be established by the purchaser.

8. GENERAL:

(1) preference will be given to suitable indigenous or ex-stock in ported offers, failing which imported offers from incoming consignment against the indigenous supplies "stock and license" will be accepted, if "stock and sale license" is not available with the indigenous suppliers, the same shall be indicated in their offer.

(2) bank guarantee: the supplier in the event of an order, should furnish a bank guarantee from an approved bank at no extra cost in a Performa which will be supplied to the supplier, along with the order, for an amount equivalent to 10% of the value of the contract. The bank guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18 months from the date of last shipment at the port of delivery whichever is earlier.

9. LD/ PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:

"if the supplier fails to deliver the raw materials / equipment / components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay upto a maximum of 15% of the price of the delayed / undelivered goods, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price / total advance paid"

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 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.
- 2.1.4 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

- 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 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).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /Sub-contractors

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.
- 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 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.
- 8.6 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.

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 after 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

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

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
