
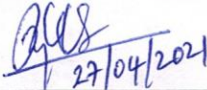


BHEL :: BAP :: RANIPET											
PURCHASE DEPARTMENT											
ANNEXURE-A											
SCOPE : SUPPLY OF COLD ROLLED COILS IN SIZES/SPEC/QTY AS DETAILED BELOW:											
Enq SNO	SIZES		MATERIAL SPECIFICATION	APPLICABLE BHEL TDC	INDIVIDUAL COIL WT(MT)	UNIT	QUANTITY (MT)	Delivery Period			
	THICKNESS (mm)	WIDTH (mm)									
1	0.80	300	IS 513 Gr. CR3 or IT'S EQUIVALENT	TDC RTA 408 REV03 and Amdt A1	02-05	MT	120.0	Within 75 Days from PO			
2	0.80	400					40.0				
3	0.63	495					30.0				
4	0.80	800			05-09		410.0	Lot1-205.0MT Within 75 Days from PO & Lot2-205.0MT Within 105 Days from PO.			
5	0.80	850					1170.0	Lot1-585.0MT Within 75 Days from PO & Lot2-585.0MT Within 105 Days from PO.			
6	0.63	850					420.0	Lot1-210.0MT Within 75 Days from PO & Lot2-210.0MT Within 105 Days from PO.			
7	1.214	300			CORTEN A/ASTM A 606 TYPE 4		TDC RTA-404 Rev 10	02-05	MT	210.0	Within 75 Days from PO
8	1.214	900								80.0	
9	0.63	950								30.0	
10	1.214	1000						05-09		630.0	Lot1-315.0MT Within 75 Days from PO & Lot2-315.0MT Within 105 Days from PO.
<b>Total</b>							<b>3140.0</b>				
<b>Note:</b>											
Only Indigenous Sources will be eligible to bid and Item wise evaluation will be applicable.											
Coils to be supplied in Slit/Trimmed edge condition only.											
Quantity Split in the ratio of 70:30 is applicable for Enq SNo 05 (0.80x850mm-1170.0MT) alone for ordering between L1 & next higher bidders (who accept the L1 price), excluding H1. In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity.											
1) BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.											
2) Prices are to be quoted on Per MT basis only.											
3) All necessary document required to meet the Pre Qualification Criteria to be submitted along with technical bid without fail.											
4) Quantity Tolerance: Applicable +/-2% on Enq Sino 05 & 10 and +/-5% on all other items. Supplies beyond this tolerance will be rejected and returned back to the supplier.											
5) In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be submitted along with the techno-commercial bid without fail.											
6) Offer for partial quantity against an individual item is not acceptable and such offers will not be considered for further process for that item.											
7) Annexure A is to be duly signed, scanned and uploaded during submission of offer. Pointwise specific confirmation to BHEL TDC & SDDR to be given in the Techno-Commercial Bid without fail; otherwise offer may not be considered.											
8) Bids will be opened on the tender due date and in case of any request for due date extension, the same may not be considered. Hence please ensure submission of bid on or before the due date specified in the tender.											
9) In case Integrity Pact is applicable, then two original signed copies (duly filled in, signed & stamped) of Integrity Pact to be sent directly to The Sr. Deputy General Manager, Purchase Department (Steel), BHEL, BAP, Ranipet - 632406 by superscribing the tender & NIT No on the envelope without fail and ensure that the same is reaching us on before the tender due date.											
10) For indigenous suppliers, first inspection will be carried out by BHEL only and subsequent inspections will be by BHEL/BHEL approved Third Party Inspection Agencies (Inspection charges shall be borne by BHEL).											
In case of any clarification, kindly email to ssm@bhel.in / gowthaman@bhel.in / neelkantghode@bhel.in & contact @ 04172 284339 / 284694 / between 0900 hrs to 1730 hrs.											
All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on BHEL website (www.bhel.com) and EPS(https://eprocurebhel.co.in/nicgp/app). Bidders should regularly visit mentioned website to keep themselves updated.											
Registration process for items required by BHEL is always open at https://supplier.bhel.in. Prospective suppliers (including MSEs & Owned by SCs/STs) may visit this site and apply for registration in the respective unit.											
<b>Senior Deputy General Manager/Purchase</b>											

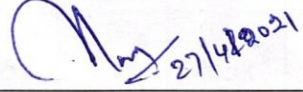
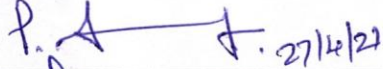
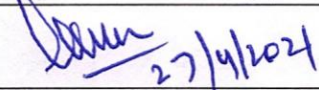
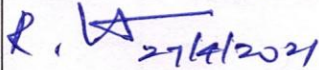
	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Corrosion Resistant Coils / Sheets / Plates</b>	Doc Ref:	TDC:RTA:404
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## TECHNICAL DELIVERY CONDITIONS FOR CORROSION RESISTANT COILS / SHEETS / PLATES

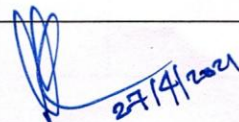
### PREPARED BY


DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QA	Renjith K Manager, QA	 27/04/2021

### REVIEWED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
ENGG (APH)	K. Thanikachalam SDGM/ APH	 27/4/2021
MATERIAL PLANNING	P. Annamalai SM/ MPLG	 27/4/21
QC (Proc)	R. Kesavan DGM / QC- Proc	 27/4/2021
QA	R. Aruchachalam DGM/ QA & QC-OLI	 27/4/2021

### APPROVED AND ISSUED BY

DEPARTMENT	NAME & DESIGNATION S/Shri	SIGNATURE
QC-Shop, QA & BE	K. Saketharaman AGM/ QC-Shop, QA & BE	 27/4/2021

	<b>Technical Delivery Condition (TDC)</b> <b>for</b> <b>Corrosion Resistant Coils / Sheets / Plates</b>	<b>Doc Ref:</b>	<b>TDC:RTA:404</b>
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## 1.0 SCOPE

1.1 This TDC specifies the requirements of corrosion resistant coils, sheets of CORTEN A / ASTM A 606 Type 4 and equivalent material specification & plates of CORTEN A / ASTM A242 and equivalent material specification & Plates of CORTEN B / ASTM A 588 GR A and equivalent material specification used in APH. Steel shall be in fully killed condition.

## 2.0 CHEMICAL & MECHANICAL PROPERTIES

### 2.1 Chemical (melt wise)


Specification	C	Mn	Si	P	S	Cu	Cr	Ni	V
CORTEN A / ASTM A242 & EQUIVALENT	0.12 Max	0.20- 0.50	0.25- 0.75	0.07- 0.15	0.05 Max	0.25- 0.55	0.50- 1.25	0.65 Max	--
CORTEN B / ASTM A588 GR A & EQUIVALENT	0.19 Max	0.80- 1.25	0.30- 0.65	0.04 Max	0.05 Max	0.25- 0.40	0.40- 0.65	0.40 Max	0.02- 0.10
ASTM A606 TYPE 4	0.12 Max	0.20- 0.50	0.25- 0.75	0.07- 0.15	0.04 Max	0.25- 0.55	0.50- 1.25	0.65 Max	--

### 2.2 Mechanical Properties

Specification	Yield point (MPa) (Min)	Tensile Strength (MPa) (Min)	% of Elongation (Min) $5.65 \sqrt{S_0}$
CORTEN A / ASTM A242 & EQUIVALENT	345	485	22
CORTEN B / ASTM A588 GR A & EQUIVALENT	≤ 16 thick 355 > 16 thick 345	490-630	20
ASTM A606 TYPE 4	345	485	22

2.3 Bend test shall be conducted for coils as per JIS 3125 SPA-C

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### 3.0 SUPPLY CONDITION (COILS)


- 3.1 The coils shall be free from slit edges, scales and rust etc.
- 3.2 The tolerance thickness and width shall be as follows:  
On width: Plus 0.00 to Minus 1.5 mm.  
On thickness: Plus 0.07 mm to minus 0.00 mm
- 3.3 The camber, out of flatness, bend shall be permitted only to the extent specified in the applicable standard.
- 3.4 The ID of the coil shall be 500 mm  $\pm$  20 mm, OD of the coil shall be 1500 mm (max). **Coil Weight:** 2 to 5 MT for coil width of  $\leq$  503 mm and 5 to 10 MT for coil width  $>$  503 mm.
- 3.5 Surface condition shall be cold rolled with matt finish or Ra value in the range of 0.4 to 1.0 micron with an oil coat to protect from rusting.

### 4.0 SUPPLY CONDITION (PLATE AND SHEETS)

- 4.1 Tolerance for the plates is as per ASTM A6.
- 4.2 Tolerance for sheet on thickness is plus 0.15 mm to minus 0.00 mm
- 4.3 The plates / sheets shall be free from scales and rust.
- 4.4 Plate thickness 12 mm and above shall be ultrasonically tested and accepted as per ASTM A 435.

### 5.0 PACKING AND PRESERVATION (FOR COILS)

- 5.1 Before packing, the coils shall be given a sufficient coat of rust preventive fluid on the outer part to prevent rusting.
- 5.2 Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- 5.3 Polythene sheet (thickness more than 20 microns) shall be wrapped over the coil.
- 5.4 Subsequently coil shall be wrapped with Hessian cloth.
- 5.5 ID rings shall be provided at both the sides of the coil to protect the coil edges.
- 5.6 Entire circumference of the coil shall be covered with GI sheet / painted sheet. Subsequently, both the faces shall be protected with metal sheets i.e full coil is to be covered.
- 5.7 Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- 5.8 Two more strapping along the periphery shall be provided ensuring tight strapping. The outer label containing details as in 7.1 shall be pasted on the packed OD of the coil.
- 5.9 A metal label containing the detail as in 7.1 shall be secured at once of the outer cross strapping.

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## 6.0 PACKING AND PRESERVATION (FOR SHEETS / PLATES)

- 6.1 **The Sheets** shall be coated with a coat of rust preventive fluid on both sides and polythene sheets (thickness more than 20 microns) shall be wrapped over the sheet bundle, subsequently sheets shall be wrapped with Hessian cloth and suitable metal belt.
- 6.2 **The plates** shall be suitably bundled for withstanding the handlings during loading & unloading.

## 7.0 IDENTIFICATION

- 7.1 **For coils** the following details shall be stenciled with paint / pasted with sticker on the ID of the coil and **for sheets** on the bundle.
- Vendors Name
  - Purchase Order Number
  - Coil Number / Sheet Number / Plate Number
  - Specification & Grade
  - Net Weight

**For plates**, the details a, c, d in clause 7.1 are to be hard stamped and bordered with paint and b & e are to be painted.


- 7.2 For coils, two more labels containing all the details as in 7.1, shall be pasted, one on the eye and another on the outer surface of the packed coil.

## 8.0 TEST CERTIFICATE

- 8.1 The TC shall be in English and containing the following details
- Purchase Order Number
  - Specification and Grade
  - Coil Number
  - Nominal thickness and width
  - Chemical composition – melt wise.
  - Mechanical properties – melt wise / HT batch wise
  - Gross and net weight

\*\*\*\*\*

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### RECORD OF REVISIONS

Rev No	Date	Revision details
00	20.05.1996	TDC RTA 004/00 is revised and re-numbered as RTA 404 Rev. 00
01	18.07.1996	1. Clause 2.3 table and sketch modified 2. Clause 6.2, Clause 7.9, Clause 9.1 modified 3. Clause 9.5 deleted.
02	27.11.1996	1. Clause 8.0 deleted 2. Clause 9.0 re-numbered as 8.0
03	28.09.1998	1. Clause 2.2 minimum yield strength changed to 310 MPa in line with Corten coil specification.
04	22.06.1998	Scope of sheets taken out of the purview of the TDC. Please see TDC:RTA:425/001 dated 22.06.98 for corten sheets.
05	10.05.2002	TDC totally reviewed and revised. Requirements of TDC RTA 405 (corrosion resistant plate) TDC RTA 425 (Corrosion resistance sheets) are merged to form this TDC:RTA:405, 425 deleted.
06	07.02.2003	Clause 2.1 Chemistry details revised and Clause 3.2 modified. Clause 2.2 gauge length specified for % of elongation. Clause 3.4 revised based on supplier feedback. Clause 7.1 modified for better clarity.
07	26.11.2011	Clause 1.1, 2.1 and 2.2: ASTM A242 and ASTM A588 Gr. A included.
08	09.01.2020	ASTM A606 added based on engineering feedback (Email dated 16.12.2019 and supplier confirmation through purchase email dated 08.01.2020)
09	07.10.2020	Clause No. 2.1 (minimum Chromium Value 0.35 change for Corten A and ASTM A606 Type 4), Clause 3.5 (Ra values added) revised based on Engineering feedback.
10	27.04.2021	Mechanical properties of Corten-A / ASTM A242 & Equivalent changed based on MOM dated 24.04.2021 (Meeting with Engineering, M&S, Purchase, Material Planning, Marketing, QA and QC-Procurement)



\*(To be submitted In the company letter head by supplier)

## Declaration of Local Content by Local supplier

**Subject:** Public Procurement (Preference to Make In India)

**References:**

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

[http://dipp.nic.in/sites/default/files/publicProcurement\\_MakeinIndia\\_15June2017.pdf](http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf)

[http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017\\_28052018.pdf](http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf)

[https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019\\_0.pdf](https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf)

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II) .....

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows: \_\_\_\_\_

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....

**\*(To be submitted In the company letter head by supplier)**

**Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)**

**References:**

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

**From.**

M/s \_\_\_\_\_

Address: \_\_\_\_\_

I/we are bidder from \_\_\_\_\_ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

**\*(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case of a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
  - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belong to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format\*\*

Dated: \_\_\_\_\_

Authorised Sign and stamp \_\_\_\_\_

## 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.

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For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

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For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_