



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT

Enquiry No.: PE/PG/MG1/E-5575/2017

NIT

DATE. 11.04.2017

DUE DATE
MAY 06, 2017
02.00 P.M.

Subject: Tender Enquiry of D.M. PLANT as per Technical Specification No. PE-TS-411-163-A001 for 4X270 MW BHADRADRI TPS.

BHEL invites offers from reputed Vendors (Refer pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites) for "Design (i.e. Preparation and submission of drawing/ documents including " As Built " drawings and O&M Manuals) , engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables(excluding chemicals), mandatory spares along with spares for erection, start up and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in site transportation, assembly, minor civil works, erection & commissioning, trial run at site, preparation of drawings in 3D (if applicable) and carrying out performance guarantee /Functional / Demonstration tests at site (As applicable), training of customer/ client O&M staff (if applicable) & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification- **PE-TS-411-163-A001** of **D.M. PLANT** for **4X270 MW BHADRADRI TPS.** for Detailed scope of work & equipment details shall be as per technical specification and other details hosted on BHEL/BHEL-PEM website.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 in quintuplicate (5 sets), in sealed covers for the under mentioned equipment/system.

Item Description - D.M. PLANT		
Sl. No.	Project	TECHNICAL SPECIFICATION NO.
1.	4X270 MW BHADRADRI TPS	PE-TS-411-163-A001

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Sharad Chandra, SR.ENGR, PG-II-2,
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA

E-MAIL: sharadchandra@bhelpem.co.in
Ph. No. +91-120-4213572

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the due date by 02:00 PM (IST). The offer has to be deposited in tender box only. Part-I bids shall be opened at 03:00 PM (IST) on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note: Tenderer must submit UN-PRICED price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in sealed price bid as mentioned in enquiry terms and conditions under.

Sharad Chandra

4 X 270 MW BHADRADRI TPS



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TERMS AND CONDITIONS: Please refer GCC Rev-06 which is available on www.bhelpem.com. Bidders are requested to kindly download the same. Bidders are advised to go through the same while submitting the offers.

1. Enquiry No., due date etc. must be legibly super-scribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders" of GCC, Rev. 06.
2. Offers should be submitted in two parts in two separate sealed covers as follows:
Part-I: TECHNO-COMMERCIAL BID Part-II: PRICE BID
For detailed instructions, please see clause no. 2.0 of "Instructions to Bidders" of GCC Rev. 06.
3. Bidders to note that following forms the part of Tender Documents:
 - General Conditions of Contract (GCC) Rev 06
 - Special Conditions of Contract (SCC, Rev-01)
 - Technical Specification
 - Price format
 - Financial PQR, Technical PQR.
 - NIT CONDITIONS

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above Tender Documents & all the above Tender Documents shall automatically become the part of the Order/Contract after its finalisation.

4. Standard pre-printed Terms & Conditions of the tender shall not be considered valid.
5. Unsolicited Fresh/Revised Price Bids shall not be entertained.
6. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
7. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment/Items will be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
8. In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be N.I.T. covering letter (including Tech Spec)/ SCC/ GCC terms.
9. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. Sanjeev Kumar, Assistant Engineer, PG-II-2
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex, Plot No 25,
Sector-16 A, Noida-201301, U.P., INDIA
E-MAIL: sanjeev_k@bhelpem.co.in
Ph. No. +91-120-4368590

Sh. Sharad Chandra, Sr. ENGR, PG-II-2
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex, Plot No 25,
Sector-16A, Noida-201301, U.P., INDIA
E-MAIL: sharadchandra@bhelpem.co.in
Ph. No. +91-120-4213572

10. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:

- a. Bidders best quotation/offer containing Part-I & II offers in separate covers, preferably cloth lined envelopes, properly marked Enquiry No, due date and time, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Sharad Chandra, Sr. ENGR, PG-II-2,
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
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Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA

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4 X 270 MW BHADRADRI TPS



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- b. The dispatch department shall not accept any tender in torn condition and return the same with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
- c. Bidder's representative shall deposit the offer in tender box only.
- d. Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- e. Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- f. Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- g. Please ensure tender submission, minimum 1 hour before scheduled tender opening time. Late tenders shall not be accepted.

11. Bidder is requested to quote their best competitive prices. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

Link for RA guidelines to be followed as:

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form/VAT, Freight as applicable, insurance charges, etc. including loading (if any). De-loading (if any) shall be done in line with SCC of the project.

Following Condition in Reverse Auction shall be treated as follows:

Case-I (Taxes & duties and freight are identical in Reverse Auction & Conventional Price Bid)

Resolution: - Ordering shall be done on lower of the two bids (RA closing price & Conventional Price Bid). After successful completion of reverse auction L1 bidder shall be asked to submit break up in line with taxes & duties, freight quoted in their Conventional Price Bid.

Case-II (In case Bidder has quoted 'CST' in Conventional Price Bid and applicable Tax is 'VAT')

Resolution: - "Total Cost to BHEL shall be maintained by reducing proportion amount in Ex-works quoted by Bidder".

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Case-III (In case Bidder has quoted 'VAT' in Conventional Price Bid and applicable Tax is 'CST')

Resolution: - Conventional Bid/RA quoted Prices shall be reduced and CST will be allowed.

Statutory variation shall be applicable.

Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

Note: - Applicable taxes & duties shall be determined as per location of works of bidder.

12. Delivery Schedule:

Supply - Delivery shall be Ten (10) months from date of LOA.

Above delivery is subject to submission/resubmission of drg/doc as per drawing schedule enclosed with technical specification.

Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.

E & C: Within 08 months from the date of front availability.

Site front availability is "Date for which site informs for mobilization shall be date of clearance of front".

Terms of delivery-FOR dispatch station.

13. Pre-Qualifying Requirement:

Bidders who fulfil TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender.

Bidders are requested to provide the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS". Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

14. Foreign and indigenous bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist are uploaded on www.bhel.com for participating in future tender enquires through e procurement.

15. Prices shall be firm.

16. Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per **Annexure-II** Deviation Sheet (Cost of Withdrawal) as per GCC Rev-06.

17. Total erection & commissioning charges including service tax should be minimum 20% of the total quoted package (excluding mandatory spares but including all taxes & freight), falling which the break-up of price shall be adjusted accordingly for ordering.

18. CIF is not available for this package.

19. Bidder to note that this is a conditional Open Tender enquiry and the price bid (Part-II) opening/RA participation shall be subject to following condition:

A) Approval of bidder by End Customer. Approval shall be taken up by BHEL with customer based on the credentials/reference list. Hence Bidders are requested to submit the following (as part of their credentials) on or before Part-I opening/due date: -

- Company Profile
- Recent Purchase orders copies

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- Reference list indicating PO details, customer name, PO date, execution date etc.
- Performance certificate issued by the clients.

B) Techno-commercial recommended bidders by BHEL.

20. The bidders who are not registered with BHEL-PEM have to apply for registration in BHEL-PEM through Registration Portal available at www.bhelpem.com-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.
21. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
22. **Integrity Pact (IP):** - 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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:

Name: Shri V.V.R Sastry, Ex-CMD/ BEL.

Address: 957, 9th Main 3 Stage, 3 Block Basaveswaranagar, Bangalore- 560079

Email: sastry@gmail.com; sastryvvr@gmail.com;

"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".

For all clarifications/ issues related to the tender, please contact as per clause no 09 of NIT.

23. BGs should be in favour of BHEL-PSWR in place of PEM. Vendors will be required to submit BGs to executing agency BHEL-PSWR.
24. Contractor will comply with HSE (Health, Safety & Environment) requirement of BHEL.
25. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loadings as applicable. Bidders have to refer SCC & GCC.
26. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC (REV 01) AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-16 of NIT.
27. All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com) only. Bidders should regularly visit websites to keep themselves updated.
28. The offers of the bidders who are on the banned list & also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Suresh Chandra



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29. Bidders to note that offers shall be submitted strictly in accordance with the requirements of the all the enclosed Tender Documents along with post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become the part of the Order/Contract after its finalisation.
30. Bidder to note that COMMERCIAL TERMS AND CONDITIONS shall be as per Notice Inviting Tender (NIT) conditions, Special Conditions of Contract of Project & General Conditions of Contracts (GCC, Rev.06).
31. In case of joint bidding Bidders to furnish scope matrix which should be clearly defined between foreign bidder and their Indian representative along with the offer for the Main Supply and Erection & Commissioning.
32. Please note that detailed offers are to be submitted including the following documents:
- Acceptance of GCC Rev.06
 - Acceptance of Special Conditions of Contract (SCC) of the project.
 - Pre-qualifying Requirements (PQRs) along with supporting documents
 - ❖ FINANCIAL PQR
 - ❖ TECHNICAL PQR
 - Technical and commercial deviations as per Annexure-II of GCC Rev. 06 only, if any
 - A copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
 - Un-Priced price schedule (format) duly filled in 'Quoted' or 'Q' in each column/row.
 - Separate sealed price-bid envelope mentioning Enquiry No., Name of the project/package and Name of bidder in BOLD LETTERS on the top of envelope.

NOTE: In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking You.

Yours faithfully,
For and on behalf of BHEL

Sharad Chandra

SHARAD CHANDRA
(SR. ENGINEER/PGII-2/BHEL-PEM)

Enclosures:

1. Enquiry Letter along with Terms & Conditions (this letter)
2. Technical Specification
3. Financial PQR
4. Technical PQR
5. General PQR
6. Price format/schedule (Prices should be quoted strictly in this format only).
7. SCC Rev-03 of Project.
8. HSE Guidelines.
9. Bank Guarantee for Performance Security.
10. Integrity Pact

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ANNEXURE– IX

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.

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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

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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 & 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

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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.

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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

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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) _____