



NOTICE INVITING TENDER (NIT)

Ref. Enquiry No.: PE/PG/EN1/E-6237/2019
DATED 18.06.2019

DUE DATE
28.06.2019
By 02:00 P.M. (IST)

Dear Sir,

Subject: Tender Enquiry for “Screened Control Cable” as per Technical Specification No. PE-TS-412-507-E004, Rev. 0 for 2X660 MW ENNORE SEZ STPP.

BHEL is pleased to invite offer for “Screened Control Cable” package of 2X660 MW ENNORE SEZ STPP through E-procurement route. Please submit your best quotation/offer online via e-procurement portal (<https://bhel.abcprocure.com>). Detailed Scope of work & Equipment details shall be as per Technical Specification no. # PE-TS-412-507-E004, Rev. 0 and other tender documents hosted on above mentioned website/enclosed herewith.

Your offer shall be submitted in two parts (Techno-Commercial Bid and Price Bid) strictly as per Clause-2.0 of the “Instructions to Bidders” of GCC, Rev. 06 online via e-Procurement System for the under mentioned equipment/system.

Sl. NO.	ITEM DESCRIPTION.	Quantity	Delivery
1	SCREENED CONTROL CABLE	As per BOQ & technical specification No. PE-TS-412-507-E004	As per cl no. 12 below

All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on (<https://bhel.abcprocure.com>) under subject tender reference/intimated through email. Bidders are requested to visit <https://bhel.abcprocure.com> constantly to keep themselves updated. Bidders may go through the Sellers’ manual & help documents provided on e-procurement portal website & obtain required Digital Signature Certificate for participating in the subject tender. For Bidder’s convenience, the Helpdesk Nos. of E-Procurement service providers are also listed in the enclosure to this NIT.

It shall be the responsibility of the bidder to ensure that the tender is submitted via e-PROCUREMENT SYSTEM (<https://bhel.abcprocure.com>) on or before the due date by 2:00 P.M. Part-I bids shall be opened at 3:00 P.M on the due date through e-procurement Portal (<https://bhel.abcprocure.com>).

- Terms and Conditions:** - Please refer GCC Rev 06 and Corrigenda to GCC Rev. 06 which is available on www.bhelpem.com. You are requested to kindly download the same.
- Bidders to note that following form the part of tender documents:
 - General Conditions of Contract (GCC) Rev 06
 - Corrigendum to GCC Rev. 06
 - Technical Specification
 - Price format & Special Conditions of Contract (SCC) Rev.02
 - Technical PQR
 - NIT Conditions
 - Any other document enclosed with NIT
- Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out clearly with their techno-commercial offer as per annexure-II of GCC Rev-06.

Handwritten signature



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Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.06), Special Conditions of Contract and Notice Inviting Tender (NIT)" in case of no deviations.

- 4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
- 5. Unsolicited Fresh/Revised Price Bids received after Part-1 opening, shall not be entertained
- 6. In case of joint bidding, Scope matrix should be clearly defined between foreign bidder and their Indian representative along with the offer.
- 7. If any bidder has mentioned the term Not Applicable / Not Require / Not Quoted in BHEL price format. Hence bidder to need to substantiate the same. If the same item will require in future for the system same will be supplied free of cost.
- 8. 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.
- 9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).
- 10. For all clarifications/ issues related to the tender, please contact:

Mr. Rohit Juneja, Sr. Engr/ PG-II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: rohitjuneja@bhel.in Ph. No. 0120-4368848	Mr. Navin Kumar, Manager/ PG-II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: navin_kumar@bhel.in Ph. No. +91-120- 4213528
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- 11. Late tenders will be rejected.
- 12. **DELIVERY TERMS:**
 - a. **Supply:** Delivery for LOT-1 quantity shall be within 4 (four) months from the date of approval of technical and quality documents by BHEL/Customer. This is subject to submission of all drawing/documents by bidder within 2 weeks from the date of PO and re-submission within 10 days from Comments, if any.
 - b. List of drawing & document shall be applicable as per Section I of Vol II of Technical Specification no. PE-TS-412-507-E004 Rev 0. Bidder to note that drawings submitted shall be complete in all respects with revised drawing submitted incorporating all comments. Any incomplete drawing submitted shall be treated as non-submission with delays

Navin Kumar



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attributable to bidder's account. Any delay in submission/resubmission shall be reduced from delivery period.

- c. **Subsequent Lot:** A lead-time of 03 (three) months shall be given for completion of supply of each lot from the date of clearance of the quantities.

13. Pre-Qualifying Requirements

All vendors participating in an open tender shall be required to meet the PQ criteria irrespective of their being registered/ not registered with BHEL, failing which offer of such vendor(s) shall be rejected.

14. Price bid (Part-II)/RA opening is subject to the following: -

- a. Techno-commercial recommendation of bidder by the BHEL-PEM
- b. Approval of bidder by BHEL's Customer (i.e. M/s TANGEDCO). Same shall be taken up by us with customer based on the latest credentials/reference list (Preferably not older than 5 years) furnished by bidder. Accordingly, you are requested to submit the following on or before technical bid Part-1 opening: -
 - Company Profile
 - List of projects executed/ on hand for power sectors / Govt. organizations for the subject package.
 - Performance Certificates for satisfactory working of the system /equipment's.
 - Copies of major supply order executed by the vendor.

15. Cables are being purchased at the risk and cost of M/s Servel India Pvt. Ltd., hence M/s Servel India Pvt. Ltd. shall not be eligible to quote in this tender.

16. 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.

Nariki

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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 availing input tax credit) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight charges, including loading (if any) as applicable but excluding Goods & Service Tax as applicable.

17. Evaluation will be done on overall L1 (Total cost to BHEL excluding GST) basis with necessary loading as applicable.
18. CIF is not available for this tender.
19. Foreign and indigenous bidders participating through open tender will necessarily have to buy class III DSCs issued by the certifying authorities in India for bid submission. Basic procedure /checklist has been upload on www.bhel.com" for participating in future tender enquires through e procurement.
20. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
21. Indigenous bidders need to indicate the freight charges in percentage of total Ex-works in unpriced format.
22. All the tender documents shall automatically become a part of the Order/Contract after its finalization.
23. The bidder along with its associate/collaborators/subcontractors/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. BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhel.com.
24. Insurance (Ocean and Inland) is in BHEL's scope.

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25. Commercial terms of NIT only to be considered and mentioned anywhere in technical specification in case contradicting to be ignored.
26. The offers of the bidders who are on the banned list as 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 web site www.bhel.com.
27. For guidelines of Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <https://www.bhelpem.com/gcc.aspx>
28. As per Incoterms (CFR), risk transfers to buyer when the goods have been loaded on board the ship in the country of Export. Hence, shipped on board date mentioned on the clean Bill of Lading or Air way Bill, shall be treated as the date of Shipment/ Dispatch for all contractual purposes including calculation of LD.
29. Usance period (90 days) of the L/C shall start from the date of Bill of lading/Air Way Bill.
30. Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b) for recognition of despatch.
31. For claiming payment under clause 9.1.1, 9.2.1 and 9.3.1 Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b).
32. Insurance for evaluation purposes shall be @ 0.1 % of quoted C&F price.
33. Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com 'vendor section' Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted.
34. Consignee name will be PEM, Noida with full address. However, the destination in LR shall be of Customer Site.
35. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
36. Over all (%) quantity variation is $\pm 30\%$ which will prevail over the quantity variation clause no.6.0 indicated in the GCC rev 06.
37. Bidders are requested to refer Performance Bank Guarantee (PBG) format enclosed with NIT instead of format mentioned in GCC Rev 06 and adhere to it while furnishing PBG.
38. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no. 26.2 of GCC Rev. 06 for risk and purchase clause.

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39. MSE Bidder has to declare Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidder will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order 2012.

40. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and confirm the following:

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

In case of procurement for a value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

41. As per Make in India order, package is divisible in nature.

42. Integrity Pact (IP):

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl no.	IEM	Address	Phone & Email
1	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2	Mrs. Pravin Tripathi, IA & AS (Retd .)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110068	pravin.tripathi@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Rohit Juneja, Sr. Engineer, PG-II E-MAIL: rohitjuneja@bhel.in Ph. No. +91-120- 4368848;	Navin Kumar, Manager, PG-II E-MAIL: navin_kumar@bhel.in Ph. No. +91-120- 4213528;
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43. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as available at bhelpep website at Tender section - Important Instructions for Bidders.
44. MSME/Start up Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) Platform to avail the facility as per GOI guidelines.
45. Detailed offers are to be submitted including the following along with the Price schedule as per BHEL format enclosed with NIT: -
- Acceptance of GCC Rev-06 and Corrigendum to GCC Rev. 06
 - Acceptance of Special Conditions of Contract (SCC Rev 02) for the project
 - Supporting Documents for Technical Pre-Qualifying Requirement
 - Technical & Commercial Deviations, if any in Annexure-II (**Mandatory to be filled & submitted along with techno-commercial offer**)
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row

Thanking you,

Yours faithfully,

For and on behalf of BHEL

For Navin Ks.
18/6/19

ROHIT JUNEJA

(Sr. Engineer / Project Group-II)

Enclosures:

- BOQ cum Price Format (for Indian and Foreign Bidders)
- Technical Specifications no. PE-TS-412-507-E004
- Technical PQR
- Annexure-II of GCC Rev06 (Mandatory to be filled & submitted along with techno-commercial offer)
- SCC Rev 02
- BG Format
- Integrity Pact format
- List of Helpdesk Nos. of E-Procurement service providers

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:

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Navin Kumar
(Manager / PG-II)

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

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18/6/19
Navin Kumar
(Manager PG-II)

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.

Navin Kh.
18/6/19
Navin Kumar
(Manager/PG-II)

- 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.

Navin Ks.
18/6/19
Navin Kumar
(Manager) PG-II

- 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

Navin Kh.
18/6/19
(Office Seal)
Navin Kumar
(Manager / PG-II)
Place *BHEL-PEM, Noida*

Date _____

For & On behalf of the Bidder/

Contractor
(Office Seal)

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
