Bharat Heavy Electricals Limited
Power Sector Southern Region
690, Anna Salai, Nandhanam, Chennai 600 035

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION	
1.0	TENDER NO	ENQ:20:PS:0005:PUR:1 ((R)	
	TENDER DATE	18-May-2020	
2.0	BROAD SCOPE OF JOB	PROCUREMENT, IMPLEMENTATION, FURTHER DEVELOPMENT AND MAINTENANCE AND TRAINING OF CONSTRUCTION MANAGEMENT SOFTWARE FOR NPCIL, AS PER TECHNICAL SPECIFICATIONS, SCOPE, TERMS AND CONDITIONS.	

SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	Development and implementation of construction management software	PSSR Headquarters	1	1	NUMBER	31-Jan-21
2)	Maintenenace of software after implementation	PSSR Headquarters	1	54	MONTH	31-Jan-21

3.0	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	PQR, Special Terms, Delivery Schedule and Payment Terms (5 pages)	Applicable
b	Volume-IB	Technical Specification (67 pages)	Applicable
c	Volume-IC	Special Conditions of Contract (SCC) (16 pages)	Applicable
d	Volume-ID	Forms 1. No deviation Certificate (1 page) 2. Declaration by authorized signatory of bidder (1 page) 3. Power of Attorney (1 page) 4. Integrity Pact (8 pages) 5. Unpriced Price format (1 page)	Applicable
e	Volume-IE	General Conditions of Contract Rev.06 (GCC) (66 pages) Corrigendum to GCC Rev.06 (12 pages) & Price Format	Applicable
4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 18-May-2020, Time:1000hrs Close Date: 28-May-2020,Time:1500hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable

5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 28/05/2020 Time: 1500 hrs Place: online (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).	Applicable
6.0	OPENING OF TENDER	Date: 28/05/2020 Time: 1530 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
7.0	EMD AMOUNT		Not Applicable
8.0	SECURITY DEPOSIT		Not Applicable
9.0	COST OF TENDER		Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 26/05/2020 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	As per enclosed Documents	Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

14.0 It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed."

Thanking You.

Yours faithfully
For Bharat Heavy Electricals Limited
(PURCHASE)

NIT Ref no: ENQ:20:PS:0005:PUR:1(R)

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	690, Anna Salai, Nandhanam, Chennai 600 035
	Phone No	044-282866841, 9840946047
	Fax No	044-24335920
	Email	yasodha@bhel.in

ENCLOSURES:	
1	Special Terms and Conditions
2	Tehnical Specification
3	GCC Rev.06
4	Corrigendum to GCC Rev.06

Volume-1A

PRE QUALIFICATION REQUIREMENTS

1) The agency should have executed similar type of Project Planning / Execution / Construction Management Software in Power Plants or any industries for a minimum value of Rs. 50 Lakhs, in the last 7 years from the date of Bid Submission.

   Purchase Order and relevant performance certificate after completion of at least one number obtained from the previous customer is to be furnished by the Bidder. The Certificate shall be in english duly signed and stamped by concerned customer.

2) The agency should have registered company in India with at least 1.65 Crores turnover during the last 3 years (Each Year).
3) Customer Approval: Names of bidders who stand qualified after compliance of criteria 1 and 2 shall be forwarded to BHEL's customer (M/s.NPCIL) for their approval.

   Price bids of bidders who stand technically approved by the customer shall only be opened or RA shall be conducted amongst bidders as the case may be.

DELIVERY SCHEDULE

1) Development and Implementation of Construction Management Software, in all respects, shall be completed within 8 months from the date of placement of PO.
2) Maintenance Period (54 Months) – Commencement of Maintenance Period will only be after the completion of the activities involved in Sl. No 1. Exact Date of Start of Maintenance period, will be on a mutually agreed basis after the completion of the activities involved in Sl. No 1. BHEL's decision is final.

SPECIAL CONDITIONS

1) Price shall be quoted in INR (Indian Rupees) only.
2) The price shall be firm during the entire period of Contract.
3) The quoted price shall be exclusive of GST. Taxes Extra on actuals. GST credit shall be passed on to BHEL.
4) If Maintenance period is beyond 54 months, the Price shall be firm upto an additional period of 1 Year, if required.
5) Appropriate Manpower [Module-Wise], shall be posted at the Customer's Office (Site), by the Vendor, to understand and carry out the Customised Requirements/Modifications in the CMS Software .
6) If customer opines that the Manpower deployed is not satisfactory, alternate manpower shall be arranged by the Vendor with 2 weeks time.
7) Travelling, Accommodation and all other expenses for deployment of Manpower at the Customer Premise shall be borne by the vendor.
8) Foreclosure - The contract can be foreclosed by PSSR, without assigning any reason, by giving one (1) months' notice (30 days from date intimation).

PAYMENT TERMS

A. Implementation of Construction Management Software			
Stage	**Percentage**	**Brief Description**	**On completion of Following Activities :**
Stage-1	20%	Design, establishing the Detailed Infrastructure software structure and releasing and installing basic module at site	i) Implementation of the CMS Software : Installation and Configuration of Servers like Application Server, Database Server, Web Application and Services and installation of the Construction Management Software. ii) Configuration of Security Controls and rules in Firewall, SSL and all necessary requirements for ensuring Web Application Security at the Data-Centre of the Customer Premises. iii) Client System(s) Configuration and interfacing with Servers and the CMS iv) Design of the detailed structure for the software indicating process flow sheet for all the modules, submission for approval , upon approval , release and acceptance of basic module which shall include the logins for administrator , users etc, creation of the Schedule of quantities and rates, estimation of rates(SOQR), project planning with required dash board information , store module for the NPCIL items as well as the contractor (s). v) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-2	20%	Acceptance of Module-1	i)Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii) Upon release and acceptance of module-1 which shall include flow of activities pertaining to equipment ,

			piping and metal structure works (Erection reports, welding inspection reports, non destructive testing activities etc) and shall be linked with respective SOQR item created in Basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-3	20%	Acceptance of Module-2	i)Testing and Rollout of the modules (as in Sl. No ii)for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii) Upon release and acceptance of module-2 which shall include flow of activities pertaining to Civil work activities such as concreting, reinforcement steel works, painting works and shall be linked with the respective SOQR item created in Basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-4	15%	Acceptance of Module-3	i)Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii)Upon release and acceptance of module-3 which shall include flow of activities pertaining to Electrical works such as cable laying, panels erection , termination works etc and shall be linked with the SOQR item created in basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-5	15%	Acceptance of Module-4	i)Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii)Upon release and acceptance of module-4 which shall include flow of

			activities pertaining to instrumentation and other ancillaries as per requirement and shall be linked with the SOQR item created in basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage 6	10%	Final Bill	i)Submission of Source Code & Documentation of the Complete Software. ii) On submission of Final Bill after Completion of O&M Period (54 Months) iii)Submission of contract completion certificate by BHEL and customer-NPCIL

B. Maintenance of the CMS Software
100 % - Payment shall be released on a Quarterly Basis (3 Months – 3 X Monthly Rate), on Certification from the BHEL and Customer-NPCIL for Satisfactory Services for the completed period
NOTE : If the maintenance period required, is lesser than 54 Months, then the payment shall be released only for the Actual period for which the services has been provided.

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

POWER SECTOR- SOUTHERN REGION

Special Terms and Conditions

Volume-1C

BHEL invites offers from reputed Vendors as per following terms and conditions

<table>
<tr><td>1</td><td>OPEN TENDER ref: ENQ:20:PS:0005:PUR:1(R), TWO PART BID for the Procurement, Implementation, further Development and Maintenance/Training of Construction Management Software for NPCIL KUDANKULAM Project as per Technical Specifications, Scope and Other terms and Conditions.

1. This is an E-tender floated online through our E-Procurement Site https://bhel.abcprocure.com The bidder should respond by submitting their offer online only in our e-Procurement platform at https://bhel.abcprocure.com (For e-procurement assistance & training, bidders may contact e-Procurement Technologies Ltd, Ahmedabad.
Contact Person: BHEL Support Team Ahmedabad –
Cell : +91-79-40270590, Phone Nos: +91-79-68136819/809/862/867/823/872/842
e-Mail : bhel.support@abcProcure.com Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described
DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:
TECHNICAL OFFER:
1. PQR Pre-qualifying documents with all credentials ie Previous Purchase orders and their connected Invoices, waybill, Performance Certificates obtained from the Previous customers, etc (To be attached in Attachment section)
2. NODEVIATION CERTIFICATE in Letter Head (To be attached in Attachment section)
3. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
4. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
5. Duly filled all annexures (To be attached in Attachment section).
6. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).
9. Scanned Copy of Power of Attorney document as per Tender
2. The Total PRICE Quoted should be on FOR DESTINATION and FIRM till the Completion of the Order. No revision in rate shall be entertained after opening</td></tr>
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	of the tenders. Rates quoted shall be inclusive of all taxes and all charges on LAB Testing of chemicals on FOR Destination basis. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.
2	**Description:** **1.**Development and implementation of Construction Management Software - 1 No. **2.**Maintenance of software after implementation - 54 Months **Consignee:** At BHEL PSSR, Chennai- To be implemented at NPCIL, Kudankulam for all relevant Nuclear Packages
3	Order of Precedence of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL b. Techno-Commercial Bid c. Special Conditions of Contract (SCC) d. Price Bid e. General Conditions of Contract (GCC) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL.
4a	Facilities to be provided by BHEL/NPCIL : a) Workspace/Office Space will be provided by NPCIL only for the purpose of implementation of the software during the contract period, either at main office building or container at site. b) PCs / Work-Station: NPCIL shall provide sufficient hardware for installing the software for server as well as client c) NPCIL will extend full support and cooperation for speedy, successful development and implementation of the software.
4b	Software as per Customer Technical Specification is a part of supply. On site assistance for understanding the logics, development & training to users BHEL/NPCIL to be provided by Vendor. Maintenance for 54 months commences from the date of acceptance of implementation completion of all modules by BHEL/NPCIL.
5	PVC: Prices shall be firm till completion of contract

6	LD shall be levied @ ½% plus applicable GST of Total contract price per week or part thereof, subject to maximum of 10% of contract price, excluding taxes, duties & freight as per clause 16.0 of GCC Rev. 06 & GST related corrigendum to GCC Rev.06.(as enclosed)
7	GST will be paid extra at actuals on submission of documentary evidence, as applicable.
8	Integrity Pact: Applicable (Enclosed)
9	Contract Performance Bank Guarantee : Not Mandated.
10	Mandatory documents: 1. PQR Documents (PO & Completion certificate, as applicable) 2. No deviation Certificate 3. Declaration by authorised signatory of Bidder (enclosed) 4. Power of Attorney (enclosed) And as per tender documents.
11	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 who meet the Technical and Financial Pre-Qualifying requirements shall be evaluated
12	Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis for complete scope of the tender with necessary loading as applicable. In case of PBO, the loading (technical/ commercial), if any, shall be added by BHEL for evaluation. In case of RA, the loading (technical/ commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder’s final price.
13	**Evaluation in case of more than one L1 bidder:** “In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

	In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding"
14	Latest Update All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & https://bhel.abcprocure.com. Bidders should regularly visit websites to keep themselves updated
15	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 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 price bid already submitted to BHEL along with the offer (Through e-procurement portal).** The price bid (Through e-procurement portal) 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 & price through e-procurement portal) 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 price bid (Through e-procurement portal) 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 is: http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction2016.pdf
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 as per Annexure-II of GCC, along with reasons for taking such deviations
17	Left Blank
18	In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor. 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. 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)

19	All other correspondence till issue of Letter of Intent (LOI) thereof shall be addressed to the Undersigned by name & designation and sent at the following address: Mr. Sandipan Biswas , AGM-SCT & Purchase M/s Bharat Heavy Electricals Ltd., Power Sector- Southern Region, 690, Anna Salai, Nandanam, Chennai - 600035 E-MAIL: bsandipan@bhel.in Ph. No. 044-28286757 Mrs. S. Prabhu Kumar AGM-Purchase M/s Bharat Heavy Electricals Ltd., Power Sector- Southern Region, 690, Anna Salai, Nandanam, Chennai – 600035 E-MAIL: sprabhu@bhel.in Ph. No. 044-28286841, E mail: yasodha@bhel.in, Mob.9840946047 A 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 tender enquires through e procurement. B Important Details for Foreign Bidder- • Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b of GCC) for recognition of despatch. • For claiming payment under clause 9.3.1 of GCC, Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b) • There will be no change in MRC payment. C. Bidder to note that this is an Open Tender enquiry & price bid (Part-II) opening/RA participation shall be subject to following condition: a) Techno-commercial recommendation of bidder by the BHEL-PSSR. b) Approval of bidder by End Customer.

<table>
<tr><td></td><td>D. 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.

E. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender Documents. All Documents shall become part of the Order/Contract after its finalisation.</td></tr>
<tr><td>20</td><td>Left Blank Intentionally</td></tr>
<tr><td>21</td><td>DISPUTES, ARBITRATION & JURISDICTION
A. All disputes between the Purchaser and the seller arising out of this transaction , other than those for which decision of the BHEL is final, shall after written notice by either part to the PO to other party by referred to sole arbitration of Executive Director or his nominee.
B. The Arbitrations shall be conducted in accordance with provisions of Arbitration and Conciliations Act 1996. The Purchase will be governed by the law for the time being in force in the Republic of India.
C. The civil court having ordinary original Jurisdiction at Chennai, Tamilnadu alone have exclusive jurisdiction in regard to all claims in respect of this transaction/ purchase. No other civil Court have jurisdiction in case of dispute, of this contract.</td></tr>
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22	Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above. 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 http://www.bhel.com/vender_registration/vender.php.
23	All the above terms and conditions, post-bid agreements/MoMs (during Techno-Commercial evaluation) shall become a part of the Order/Contract after its finalisation.
24	Tender submission through e-procurement portal- 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 Bidders' convenience, the Helpdesk Nos. of E-Procurement Portal of M/s e Procurement Technologies are also listed below: Cell : +91-79-40270590, Phone Nos: +91-79-68136819/809/862/867/823/872/842 e-Mail **:** bhel.support@abcProcure.com e-procurement service Provider details: M/s e Procurement Technologies limited, Ahmedabad B705. Wall Street II, Opp Orient Club, Near Gujrat college, Ellis Bridge, Ahmedabad, PIN 380 006. Please get in touch with our service provider at the earliest for required support. Bidders shall upload their offers meeting the requirements of the tender documents. The following documents need to be uploaded on our e-procurement portal: • Offer forwarding/ covering letter • Acceptance of GCC Rev.6 & SCC of the project.

	• Duly filled-in `No deviation certificate' as per prescribed format (Annexure-II) in GCC Rev.6. • Important points- In case of any deviation, the same should be submitted separately for technical & commercial parts along with their cost of withdrawal, indicating respective clauses of tender against which deviation is taken by bidder. [Deviation sheet (cost of withdrawal) – annexure –II of GCC Rev-6] • It shall be specifically noted that deviation recorded elsewhere shall not be entertained. • Supporting documents for FINANCIAL PQR and TECHNICAL PQR • A copy of this NIT 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 'NA' in each column/row in eprocurement bidding form. • Priced Copy- BOQ-cum-price schedule in e-procurement bidding form only. • Certificate as per Make in India circular • Documents required for approval from end customer
25	Your best quotation/offer for the above requirement, in line with our terms and conditions, should be uploaded through e-procurement Portal. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened on due date through e-procurement Portal.
26	MSME/Start up: - Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PSSR is onboarded with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines. **Tender Conditions for MSE supplier:** MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: BHEL shall take decision on Purchase Preference to MSEs as follows: **1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).** a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and

	such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices. b) Total tendered quantity shall be divided as follows: In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions: I. MSEs Matches L-1 price. II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE. c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder. **2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices. **3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).** 100% order will go to the L-1 bidder **4)** Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs. **5)** Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.

a) In case of proprietary MSE, proprietor(s) shall be a Women.
b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for

	determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. “ Non submission of such documents will lead to
consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment’s etc.,

27	Commitment, performance of the contract and punitive action thereof: 27.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. 27.2 Commitment by Bidder / Supplier / Contractor: 27.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

	27.2.2 The bidder / supplier / contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 27.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
28	**SPLITING THE ORDER:** BHEL have the rights to place orders on Item wise or Package wise on more than one Vendor.
29	**1.Goods and service Tax (GST) & Cess** 1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. 2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. 3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below: BHEL GSTN - 33AAACB4146P2ZL NAME & ADDRESS – BHEL PSSR SITE OFFICE, 2x1000MW KKNPP UNIT #3&4-TG PACKAGE, KUDANKULAM, P.O.RADHAPURAM, TAMIL NADU-627106, INDIA 4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of

outward supply of the contractor and has paid the GST at the time of filing the monthly return.

5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

2.All taxes and duty other than GST & Cess.

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

3.Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

4.New Taxes/Levies –

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

	5.Direct Tax BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act**.**
30	**GUARANTEE & WARANTEE : (As Applicable Bidder has to furnish their documents, if any)** a. The items purchased are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning i.e. put into use or for 18 months from the date of dispatch, whichever is earlier unless otherwise specified. b. If any defect is noticed during the above period, the same shall be replaced free of cost on FOR destination basis within a reasonable time. The time for replacement based on the component and urgency will be intimated by BHEL and the vendor should replace the items. **c.** To this effect Guarantee / manufacturer's test certificate shall be furnished along with the original documents
31	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 event if issued after issue of this NIT but before finalization of contract/PO/WO against this 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 **REQUIREMENT OF PURCHASE PREFERENCE:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:- a) In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply; b) In the procurements of goods which are divisible in nature, the following procedure shall be followed:- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract for full quantity will be awarded to L 1.

	ii. If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder. c) In procurements of goods or works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract will be awarded to L 1. ii. If L 1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L 1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L 1 price. iii. In case such lowest eligible local supplier fails to match the L 1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L 1 price, then the contract may be awarded to the L 1 bidder. VERIFICATION OF LOCAL CONTENT: i. 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 and shall give details of the location(s) at which the local value addition is made. ii. In cases 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.

Volume-1D

TO BE TYPED ON BIDDER'S LETTER HEAD

CERTIFICATE FOR NO DEVIATION

This is with reference to Tender enquiry No. ENQ:20:PS:0005:PUR:1 (R) for Development and implementation of Construction Management Software for BHEL, PSSR HQ- IMPLEMENTED AT NPCIL, KUDANKULAM.
I,____Of M/s______________________________________ hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL PSSR Tender Enquiry ref: ENQ: 20:PS:0005:PUR:1(R)

Un Priced Price Format (Quoted/ Not Quoted to be mentioned)

Only Prices filled in e procurement portal shall be considered for evaluation.

S.No	Description	Quantity	Unit of Measurement	Unit Price (Rs.)	Price (Rs.)	GST Price (Rs.)	Total Price (Rs.)
	A	b	c	d	e=b*d	F	g=e+f
1	Development and implementation of construction management software	1	Number				
2	Maintenance of software after implementation (Unit Price is Per month Charges to be mentioned)	54	Month				

Annexure - I

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the 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:

Sl.No	IEM	Phone & e-mail
01	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

Applicable

NOTICE INVITING TENDER Tender No.: ENQ:19:PS:0005:PUR:xx DT:xx-xx-2019

b) Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S.PRABHU KUMAR / Sr. DGM-Purchase,
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286765, +919844445680 sprabhu@bhel.in
2. Mr.Sandipan Biswas, AGM/Purchase &SCT
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286757/ +91-8602001217 bsandipan@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

---(description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for
----

---The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation `in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material , immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications ,certifications , subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid , disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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,

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. BHFI_ 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 C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.

8.10 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months alter 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.

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For & On behalf of the Principal	For & On behalf of'the Bidder/ Contractor
(Office Seal)	(Office Seal)

Place--------------------

Date---------------------

Witness: Witness: ----------------------------	Witness: Witness: --
(Name & Address) ----------------------------	(Name & Address)---
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