

Contract Ref: Enquiry Ref – IT/C/04/2011/LAN_2011_Inst

Agreement for LAN Extension_2011 Installation

This Agreement is made on this _____ day of _____ 2012 between M/s. Bharat Heavy Electricals Limited, a company incorporated under the Indian Companies Act, 1956 having its registered Office at Siri Fort, New Delhi and one of its Units at Ramachandrapuram, Hyderabad (herein after referred to as 'BHEL', which expression shall, unless excluded by or repugnant to the context be deemed to include its successors and assignees) on one part

AND

M/s _____, a company incorporated under the Indian Companies Act, 1956 and having its registered Office at _____ (herein after referred to as 'Vendor', which expression shall, unless excluded by or repugnant to the context be deemed to include its successors and assignees).

WHEREAS, BHEL has invited offers for Installation of Network Components (Passives) under LAN Exrention_2011, vide Enquiry No: _____ Dated: xx.xx.2012. And whereas, the 'Vendor' has proposed to provide the services for the referred work vide ref _____ .

In pursuance of the above, BHEL has accepted the said offer and awarded contract to the 'Vendor' through Letter Order: _____ Dated: xx.x.2012 for “LAN Extension_2011 Installation” the contract spanning for a period of ONE year from the contract start date as per the Order.

NOW THEREFORE, BOTH THE PARTIES HAVE SET-FORTH THE FOLLOWING TERMS AND CONDITIONS AS HEREUNDER:

1. SCOPE OF WORK:

- 1.1. The scope of work as per the Letter Order and Tender Documents.
- 1.2. Period: The contract period shall be ONE year from the contract start date as per the Order.
- 1.3. BHEL will provide Network components for installation as specified and any other materials required for the job shall be in the scope of the 'Vendor'.
- 1.4. 'Vendor' shall make his own arrangement for tools / jigs / fixtures / equipment required for the installation work.

2. TESTING and ACCEPTANCE:

- 2.1. 'Vendor' shall test items after installation, for acceptance as per standard practice and report shall be submitted. Rework shall be done for improper installation, at no additional cost. Final acceptance and work certification done by BHEL.

3. EXECUTION, PENALTY and TERMINATION:

- 3.1. Execution: Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
- 3.2. TERMINATION: BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

4. PAYMENT TERMS:

- 4.1. 'Vendor' may submit bills once a month for the completed and accepted amount of work.
- 4.2. Payment will be made within 90 days from the date of Invoice acceptance. Payment to SSI Units (Registered with BHEL) will be made within 45 days from the date of despatch / invoice. In no case BHEL shall accept to pay advance / liability towards interest.

5. GOVERNING LAW:

- 5.1. This contract shall be governed in all respects by India Law.

6. ASSIGNMENT:

- 6.1. No part of this contract shall be assigned without the consent of BHEL.

7. INDEMNITY:

- 7.1. Bidder shall fulfill all statutory and safety requirements for personnel engaged in the contract execution. Due to noncompliance of the applicable statutory provisions, if BHEL has to incur any expenditure in this regard the same will be compensated by the Bidder.

8. CONFIDENTIALTY:

- 8.1. Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. The infringement of this clause shall entail the 'Company' for cancellation of the contract and for forfeiting of EMD / security deposit and any amount due to be paid as on that date.

8.2. Non-Disclosure: The Vendor agrees to access information that is only relevant for system maintenance / support as per the scope of this contract and not to access any other information in any manner. The information that is accessed / shared with respect to this contract also will be kept confidential and shall not disclose to any other party.

9. EXEMPTIONS, CHANGES IN CONDITIONS:

9.1. FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.

9.2. In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.

9.3. If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause.

10. ARBITRATION:

10.1. In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration of the sole arbitrator appointed by the Executive Director / HEAD, BHEL, Ramachandrapuram, Hyderabad. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under.

10.2. All disputes arising in connection with the contract shall be settled by mutual consultation/conciliation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

FOR

Bharat Heavy Electricals Limited,
Ramachandrapuram Unit, Hyderabad

FOR

M/s xxxx

(Both parties shall sign above and affix the seal of the Company)

WITNESSES:

1.

2.