

AGREEMENT NO. _____ DT. _____

This agreement is made on dt: _____ between M/s. “Bharat Heavy Electricals Limited, Bhopal” (A government of India undertaking) a company incorporated under companies act 1956, having its registered office at BHEL, House, Siri Fort, New Delhi (here in after called the company or BHEL or 1st party) and M/s _____ (here-in-after called the “Contractor” or Executive agency or 2nd party).

Where as BHEL vide their W.O. No. _____ dated _____ has awarded “Supply and Installation of Maintenance Free Earth Pits inside factory” to the executive agency.

Where as the executive agency has agreed to perform the above said work by accepting the BHEL W.O. No. _____ dated _____ and take up the job w.e.f. _____.

Where as it is agreed by both the parties as under :-

1. NAME OF WORK :-

Supply and Installation of Maintenance Free Earth Pits inside factory, BHEL Bhopal.

2. CONTRACT VALUE: -

Total value of the contract is Rs. _____.

3. CONTRACT PERIOD:- Six Months

Date of start : _____

Date of completion : _____

4. SCOPE OF WORK:-

Scope of work as per annexure - I.

5. **SECURITY DEPOSIT & AGREEMENT:-**

Security deposit (SD) @ 5% of contract value i.e. Rs. _____ is to be deposited. The work order holds good only after signing an agreement on non judicial stamp paper of Rs.500/- between the contractor M/s _____ & the company M/s Bharat Heavy Electricals Ltd.

6. **GENERAL TERMS & CONDITIONS :-**

Scope of work as per annexure-I, General terms and conditions as per annexure – II, Statutory Conditions as per annexure- III, BHEL terms & conditions for Health safety & Environment as per annexure-IV, GST Clause as per annexure-V, Conciliation Clause as per annexure-VI and conditions of the work order W.O. No. _____ dated _____.

7. The payment will be made after satisfactory completion of work on submission of bill/invoice to BHEL.

Note:- Any loss or delay in input tax credit (ITC) due to reasons attributable to contractor to be recovered from contractor with interest.

8. Contractor should engage only those workers for the works that are covered under your P.F. & E.S.I registration. Payment of premium for P.F. & E.S.I of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL. The contractor shall also ensure compliance of statutory regulation of work contract as per enclosed annexures-I, II, III, IV, V & VI.

9. **ABANDONING THE WORK :-**

In the event of the contractor abandoning the work BHEL reserves the right to get the unfinished work completed at the risk and cost of the contractor.

10. All the materials, tools and other equipment's brought inside the factory should be duly certified in the delivery/declaration challan at the gate.

11. **ARBITRATION AND LAW:-**

The Arbitration and law will be exercised as per para. H of legal obligations of the contractor. The jurisdiction in all the cases will be at Bhopal only.

12. BHEL shall not be responsible if any mishap happening at BHEL's work place. It is mandatory to exercise & follow all rules & regulations to cover the safety of the contractor worker & co-worker.

13. The agreement is effective from _____.

In witness whereas the parties have signed this agreement on the date and year first above written.

1) Witness :-

(For & behalf of BHEL Bhopal)

2) Witness:-

(For M/s. _____)