

SECTION – 2

PART B - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms and expression shall have the meaning hereby assigned to them except where the context otherwise requires.

- i. 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110 049 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- ii. 'GENERAL MANAGER' shall mean the officer in administrative charge of the Contracting unit of BHEL.
- iii. 'ENGINEER' or the 'ENGINEER IN CHARGE' shall mean the officer of BHEL or its representative who has been assigned the work of supervision of the Contract.
- iv. 'SITE' shall mean the place where the manufacturing unit is to be constructed.
- v. 'TENDERER' shall mean the individual, firm or Company who has submitted a tender to BHEL and shall include their executors, administrators, successors and permitted assigns.
- vi. 'CONTRACTOR' shall mean the individual, firm or Company who enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- vii. 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, drawings, technical specifications, special specifications, if any, the tender documents and the Letter of Intent/Acceptance letter/order issued by BHEL. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- viii. 'TENDER DOCUMENTS' shall mean the Notice Inviting Tender, General Instruction to Tenderers, General Terms & Conditions, Special Terms and Conditions, Price Schedule and Technical Specifications.
- ix. 'LETTER OF INTENT' shall mean the intimation by a letter/telegram /fax to the Tenderer that the tender has been accepted in accordance with

provision contained in that letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of Contract are applicable from this date.

- x. 'COMPLETION TIME' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completion of work as per Contract after acceptance by the Engineer being of required standard and conforming to the specifications of the Contract.
- xi. 'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- xii. 'EQUIPMENT' shall mean all equipment, machinery, materials, structural, electrical and other components of the plant covered by the Contract.
- xiii. 'TESTS' shall mean and include such test or tests to be carried out by the Contractor as prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the Contracted work or part thereof.
- xiv. 'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
- xv. 'WORK' or 'CONTRACT WORK' shall mean and include supply of all types of materials and services required to complete the Contract.

2. LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

The Contract shall be governed by the Indian law The Civil Court having ordinary original Civil Jurisdiction over Site shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract.

3. COMMENCEMENT & COMPLETION OF WORK

- i. The Contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same without delay so that the work can be completed within the specified time schedule..
- ii. If the successful Tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the Contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- iii. All the works shall be carried out under the direction and to the satisfaction of BHEL.

4. MEASUREMENT OF WORK AND MODE OF PAYMENT

- i. All payments due to the Contractor shall be made by 'Account Payee' cheque.
- ii. For progress/running bill payments, the Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities / weight shall be the relevant documents and drawings released by BHEL.
- iii. The Engineer will check these measurement sheets; and he shall decide quantities and percentages eligible for payment under different groups. The abstract of quantities and percentages so arrived at based on the terms of payment shall be recorded.
- iv. Based on the above quantities, Contractor shall prepare the bills and work out the financial value.
- v. All recoveries due from the Contractor for the month/period shall be affected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- vi. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this Contract.
- vii. Persons duly authorized by BHEL and the Contractor shall take measurement jointly. The Contractor shall bear the expenditure involved, if any, in meeting requirements. The Contractor shall provide all the assistance with appliances and other things necessary for measurement or re-measurement.
- viii. Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- ix. Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the Contract has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'No demand' certificates. The abstract of final quantities and financial values shall also be prepared and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work.
- x. All payments will be released as per Terms of Payment specified in Special Terms and Conditions.

5. RIGHTS OF BHEL

- i. BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.
 - a) To get the work done through another agency at the risk and cost of Contractor, in the event of poor progress or the Contractor not starting the work, poor progress or inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, insolvency, subletting of the Contracted work without written permission of BHEL, non-fulfillment of any Contractual obligations etc.; and to claim/recover compensation for such losses from the Contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
 - b) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the Contract during the progress of erection and get it done through another agency and/or by the departmental labour to suit BHEL's commitments or in case BHEL decides to advance the completion due to other emergent reasons.
 - c) To terminate the Contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages.
 - d) To recover any money due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
 - e) To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of Contract and/or to levy liquidated damages for delay in completion of work.
 - f) To shorten the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL no longer wants to proceed with the work.
 - g) To effect recoveries from any amounts due to the Contractor under this or any other Contract or in any other from the moneys which BHEL is forced to pay to anybody due to Contract's failure to fulfill any of his obligations.
 - h) To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate; and the rates quoted shall not be subjected to revision.

- i) To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the Contractor and to recover the expenditure on account of the same from the money due to the Contractor.
- ii. While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/extra payment on this account.
- iii. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

6. CONSEQUENCES OF CANCELLATION

- i. Whenever BHEL exercises its authority to terminate the Contract and / or withdraw a portion of work, the work may be got completed, by any other means, at the Contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the Contractor) being less than the Contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the Contractor under the Contract, the Contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the Contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- ii. In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor shall consist of cost of material purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

6. FORCE MAJEURE

- i. The following shall amount to force majeure conditions:
Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, Revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- ii. If the Contractor suffers delay in the execution of the Contract, due to delays caused by force majeure conditions as defined above, the agreed time for completion of the work covered by this Contract shall be extended by a period of time equal to the period of any such contingency, provided the Contractor immediately reports to BHEL in writing the causes for the delay. However, the Contractor shall not be eligible for any compensation on this account.

7. **GUARANTEE**

The work done by the Contractor shall be guaranteed for one year after the acceptance of work.

8. **ARBITRATION**

- i. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer or any other person is by the Contract expressed to be final and conclusive, shall, after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.
- iii. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. The arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award.
- iv. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the arbitrator at his discretion may determine.

* * * * *

ANNEXURE - ` A`

FINANCIAL VIABILITY

- | | | |
|----|--|------|
| 1. | Owner's capital in the business
(in case of Partnership, please
mention percentage shares and
amounts) | Rs : |
| 2. | Quantum of business done during
last three financial years | Rs |
| | | 1. |
| | | 2. |
| | | 3. |
| 3. | Value of fixed Assets of the
Business in last three years | |
| | | 1 |
| | | 2 |
| | | 3 |
| 4. | Guarantee limits (if any)
Enjoyed by the firm | |
| 5. | Over draft limits (if any)
Enjoyed by the firm | |
| 6. | Please enclose audited profit
And loss account and balance
Sheet for last 3 years (indicate
No of sheets) | |
| 7. | Certificate from Scheduled
Bank to prove Contractor's
Financial capacity to undertake
The work duly indicating the
Financial limits the Tenderer
Enjoys | |

Note:

All the above documents should be duly certified by auditors/Bank as may be applicable.

Name & signature of the Tenderer
(Seal)

ANNEXURE - `B`**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

Sl. No	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Name & signature of the Tenderer
(Seal)

ANNEXURE – C

DECLARATION SHEET

I,
..... hereby certify that, all the information and data
furnished by me with regard to this Tender Specification No.
..... are true and
complete to the best of my knowledge. I have gone through the specification,
conditions and stipulations in detail and agree to comply with the requirements and
intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned
Tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Name & signature of the Tenderer
(Seal)

ANNEXURE - D**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

- | | | |
|-----|---|----------|
| 1. | Name & Address of the Tenderer | |
| 2. | Telegraphic/Telex address | |
| 3. | Phone No. (Office) | |
| 4. | Name & designation of the official
Of the Tenderer to whom all the
References shall be made | |
| 5. | Tenderer's proposal No. & date | |
| 6. | Whether EMD submitted (By cash/
Bank Guarantee/bank draft) | By |
| 7. | Validity of offer/rates quoted for six
months from the date of opening of tender | Yes/No |
| 8. | Financial Status as per
Annexure `A` | Yes/No |
| 9. | Details of experience as per
Annexure `B` | Yes/No |
| 10. | Attested copy of power of attorney | Yes/No |
| 11. | Details about type of the
firm / company | Yes/No |
| 12. | Declaration sheet as per clause
Annexure `C` | Yes/No |
| 13. | Deetails of PF no | Yes/No |
| 14. | Details of PAN, VAT/Sales Tax, Service Tax registrations | Yes/No |

Date

Name & Signature of theTenderer
With seal

ANNEXURE –E**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd. (hereinafter called the 'Bank'), in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Company') throughunit, Jagdishpur.

Whereas M/s (hereinafter called the Tenderer) have submitted a tender in response to tender specification No..... (hereinafter called the said 'Tender Documents') of the Company.

And whereas the said tender documents provide that the Tenderer shall pay a sum of Rs..... (Rupees..... only) towards Earnest Money Deposit to be made in the form and manner therein specified.

And whereas the Tenderer have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid company.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Company a sum of Rs..... (Rupees) by virtue of this Guarantee against any loss or damage caused to or suffered by the said Company by reason of any break by the aforesaid Tenderer of any of the terms, conditions, stipulations undertakings or any one of them contained in the said tender documents, and for the payment of any money or moneys payable by the said Tenderer to the said Company under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due, being solely in the discretion of the said Company. We further undertake to pay the aforesaid amount in a lump sump on demand irrespective of the fact whether the said Tenderer admits or denies such claim or questions its correctness in any Court, Tribunal of Arbitration proceedings or before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Company to the Tenderer in or for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said tender documents irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not

and claim to receive such notice of any change and or/variation of the terms and/or conditions of the said tender document is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said tender documents by the said Company against the Tenderer irrespective of whether notice of such forbearance, enforcement of non-enforcement of any powers or rights, modifications or changes made in the said tender documents or concessions shown to the Tenderer by the Company is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said company in respect of any liability or obligation of the Tenderer under the said tender document.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finilisation of the tender and execution of agreement there of and that it shall continue to be enforceable till the required Security Deposit is deposited by the successful Tenderer, as stipulated in the said tender documents or till the Company certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Tenderer and accordingly discharges the guarantee subject. However to that the company has no rights under this guarantee after the expiry of 180 days from the date of its execution.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at Jagdishpur only.

And lastly, theBank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated The Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

NOTE : No deviation from the above can be accepted.

ANNEXURE –F**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Company') throughunit, Jagdishpur.

Whereas M/s (hereinafter called the Contractor) proposes to enter into a Contract arising out of the Letter of Intent No addressed by the Company to the Contractor, for.....services (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Contractor shall pay a sum of Rs..... (Rupees..... only) towards 50% of full security deposit to be made in the form and manner therein specified.

And whereas the Contractor..... have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Company.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Company a sum of Rs..... (Rupees) by virtue of this Guarantee without any demur, merely on a demand from the Company and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement and for the payment of any money payable by the said Contractor to the Company under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Company).

We further undertake to pay the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Company to the Contractor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said

Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Contractor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Company in respect of any liability or obligation of the Contractor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Contractor and accordingly discharges the guarantee subject however that the Company shall have no rights under this guarantee after the expiry of 180 days from the date of completion of the Contract unless this guarantee is extended.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at Jagdishpur only.

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated The Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

NOTE: No deviation from the above can be accepted.

ANNEXURE –G**CONTRACT AGREEMENT**

(To be issued in appropriate valid non-judicial stamp paper)

This Agreement made this..... day of 200.... Between BHARAT HEAVY ELECTRICALS LIMITED, a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 through unit (hereinafter called BHEL) of the FIRST PART
AND (hereinafter called the `Contractor`) of the SECOND PART.

WHEREAS the Contractor state that they have acquired and possess extensive experience in the field of
.....And whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

1. That the Contractor shall execute the work of
..... and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, Technical specification Annexures, Letter of Intent dated..... and such other instructions, drawings, specifications given to him from time to time by BHEL.
2. That the Contract shall come into force with retrospective effect from the date on which the fax Letter of Intent was issued to the Contractor.
3. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities/Bank Guarantee valid upto..... for a sum of Rs.....(Rupees.....) towards satisfactory performance and completion of the Contract.
4. The Contractor has furnished a Guarantee bearing No.dated for a sum of Rs..... (Rupees.....) executed byBank in favour of BHEL towards Security Deposit valid up to.....(The Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved Securities/BG for

Rs..... And has agreed for recovery of the balance security deposit by BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

5. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension (s) from the Bank, the Contractor shall pay forthwith or accept recovery of Rs..... from the bills in one installment and the Contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of Contract. In addition to above. BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.....
6. That the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
7. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.
8. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.
9. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
10. That whenever under this Contract or otherwise, any sum of money shall be recoverable from the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961 and any other taxes as applicable.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the

Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

16. The following documents

- 1. Invitation to Tender No..... and the documents specified herein
 - 2. Contractor's Offer No..... date.....
 - 3. Letter of Intent No..... date
 - 4.
- shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

For and on behalf of
CONTRACTOR
 (to be signed by a person holding a valid Power of Attorney)

WITNESS : (with full address)

1. _____

1. _____

Date

For and on behalf of
**Bharat Heavy
 Electricals Ltd**

WITNESS: (with full address)

1. _____

2. _____

Date

Agreement No:

SECTION - 3

SPECIAL TERMS AND CONDITIONS

1. Introduction

The terms and conditions mentioned in this section are in addition to what are stated in Section – 2 (General Instructions to Tenderers and General Terms and Conditions) of the tender document. In case of any contradiction between the terms and conditions given in Section - 2 and those specified in this Section- 3, the terms and conditions of this Section–3 shall prevail.

2. Scope of work

The scope of work consists of preparation of area feasibility study ,preparations of preliminary designs, documents and drawings for all types of quarters and services and plot plan and preparations of budgetary estimates etc.. The preliminary design work shall include site topographical survey and preliminary soil testing required for budgetary estimates and feasibility studies for architectural, civil, structural, electrical, ventilation, plumbing, sewerage and drainage , water supply , fire systems and other related infrastructural works required for feasibility report and budgetary estimates for the construction of the additional quarters complete in the BHEL township at Jagdishpur and it's required infrastructural services. Based upon the documents prepared by the Contractor, BHEL will issue separate tender(s) for appointment of construction Contractors after due approval . Total no. of quarters / flats to be constructed are approx. 100 nos comprising of Type-B, C and D and other services .

The scope of work is given in detail in Section – 5 (Technical Specification).

3. Completion Schedule

- i. The Contractor shall start the work immediately after receipt of the Letter of Intent.
- ii. The time for completion of work shall be two months from the date of Letter of Intent
- iii. The schedule of submission of documents and drawings to BHEL shall be as per Annexure AA. The Contractor will be required to submit documents and drawings as per the construction schedule finalised by BHEL.

4. Billing Break-up

The billing break-up shall be as per Price Schedule and terms of payment. BHEL reserves the right to get all or any item(s) executed and payment shall be made only for item(s) executed by the bidder.

5. Prices

The prices shall be firm and shall be quoted in absolute terms and not in terms of percentage of the construction cost.

6. Terms of Payment

- i. The payment shall be released progressively as per Price Schedule after completion of work and after deducting amount as due towards security deposit, income tax with surcharge, any other tax / levies applicable and recoveries towards material / services rendered on chargeable basis.
- ii. Payment against each bill will be restricted to 95% of the value arrived at as per rate schedule. The balance 5% shall be treated as amount payable but not due. The same shall be released after completion of the guarantee period. However this amount may be released along with final bill on submission of bank guarantee of equal amount and tenure in prescribed format. The said bank guarantee shall have a claim period of further six months.
- iii. Final bill shall be accepted for payment only after acceptance of the feasibility study and budgetary offer by BHEL, CSU.
- iv. Progress payment shall be made as follows:

S No	Price Schedule Item No	Activity	Payment - % of Lump sum price quoted in Price Schedule
1	1	Submission of feasibility study report	100
2	2	Submission of preliminary drawings of various quarters, services and plot plan	100
3	3	Submission of budgetary estimates for township construction	100

7. Evaluation of the offers

Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope. The price for a required number of visits to the offices of BHEL and site will also be included in the quoted price for evaluation as given in the Price Schedule.

8. Variation in scope of work / deviation limit

BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract price shall be adjusted based on the quoted unit price. Such variation is not expected to be more than $\pm 30\%$. The price quoted by the Contractor shall be valid for such variation.

9. Extra Work

The Contractor shall, when requested by BHEL, perform extra work at mutually agreed rates.

10. Guarantee.

The works designed by the Contractor shall be guaranteed for sound engineering practices for a period of 12 months from acceptance of final bill . During this period the Contractor shall attend to all the matters relating to the design consultancy / Contract work as required and visit BHEL offices and/or Site free of cost.

11. Compensation for Delay

If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay for delay in completion of work Liquidated Damages @ 0.75% of the total Contract value for every week of delay or part thereof, subjected to a maximum of 7.5% of the Contract price without BHEL being required to establish and prove the actual loss/damage suffered by BHEL on account of such delay.

12. Taxes

Prices against each item in price schedule shall be firm (inclusive of all taxes / duties / levy etc.) and no variation on any account shall be allowed. Only service tax and any surcharge over service tax will be payable extra.

13. General

- i. The Contractor may visit site for assessment of the project work before submitting the offer.
- ii. The evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL before evaluating the offer.

ANNEXURE – AA**SCHEDULE OF SUBMISSION OF DRAWING AND DOCUMENTS**

S No	Activity	Time in Months
1	Submission of feasibility study report	One
2	Submission of preliminary drawings of various quarters, services and plot plan	One & Half
3	Submission of budgetary estimates for township construction	Two

Note: - The time given above is for completion of activity. A detailed schedule for issue of various documents/ drawings shall be mutually agreed after award of Contract.

SECTION - 4

PRICE SCHEDULE

S. No	DESCRIPTION	QTY.	RATE Rs	TOTAL Rs (In figures)	TOTAL Rs (in words)
1.	Preperation and submission of feasibility study report for the construction of additional quarters at BHEL township, Jagdishpur(UP)	Lump Sum			
2.	Preperation and submission of preliminary drawings of various types of additional quarters, services and plot plan .	Lump Sum			
3.	Preperation and submission of budgetary estimates for the construction of additional quarters and services in BHEL township at Jagdishpur (UP)	Lump Sum			
Grand Total:					
Grand Total Rs. In Words					

Sign of the bidder
(seal)