

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION NO. RE/CHD/LAND/2012/001/

FOR

ENGAGEMENT OF SERVICES OF ARCHITECT FOR CONSTRUCTION OF
RESIDENTIAL QUARTERS IN SECTOR 35 A AND SECTOR 44 A
CHANDIGARH

LAST DATE OF SUBMISSION 25.06.2012 (upto 3.00 PM)

DATE & TIME OF OPENING OF TENDER(PART-1) 25.06.2012 (4.00 PM)

O/O Head Phone: 0172-2704758, 2704605,
Regional Operations Division 2704160, 2707748
Bharat Heavy Electricals Limited FAX No. 0172-2703774
SCO 129-130, Sector 17 C
Chandigarh.

TENDER SPECIFICATION

Ref No: RE/BHE/CHD/LAND/001 Date:11.06.2012

1.0 QUALIFICATION OF TENDERERS

- 1.1 The Architect must be registered with the Council of Architecture, India.
- 1.2 Only those Tenderers who have previous experience of executing at least two similar projects each costing not less than Rs.500 lacs during preceding five years covering the scope of work as detailed in clause-2 are eligible to quote.
- 1.3 The Tenderer should have made net profit for the previous year (2011-2012) or for 2010-2011 (incase the accounts have not been finalized for 2011-2012).
- 1.4 The Tenderer should not have been Blacklisted by any statutory authority or any other Govt. Departments or State/Central PSUs.
- 1.5 The tenderer should have PAN & Service Tax Registration No. (if covered under Service Tax Act)

2.0 SCOPE OF WORK

- 2.1 To prepare, complete in all respect (as per instruction of BHEL), the Concept and Zoning plan, site plan, building plan, sections, elevations, service plan, drainage plan etc., detailed specifications & drawings in accordance to Chandigarh byelaws, statutory clearances as applicable from various agencies for the construction of residential quarters in Sector 35 A, having total plots area of 1834.14 sq. yards (4 units at Ground Floor & 4 units at First Floor) and in Sector 44 A with total plots area of 577.31 sq. yards for 2 plots (4 units – G+3 at each plot), at Chandigarh for submission along with the application to Chandigarh Administration for permission to take up construction activities.
- 2.2 To get the concept, zoning & building plans approved from the Chandigarh Administration for commencement of construction.
- 2.3 Preparation of complete Tender drawings, specifications and Civil BOQ, Services BOQ (Electrical, Plumbing, Landscape etc.) with cost estimate preferably on the basis of DSR2012/Chandigarh schedule rates alongwith justification of base rates, to describe the whole project adequately for the purpose of floating tender. Finalizing of building contractor through tendering will be done by BHEL.
- 2.4 Submission of below mentioned drawings and documents to BHEL for approval and further working:-

Complete Detailed working drawings for architectural, structural, services etc. in all respect like site plan, elevations (in harmony with local architectural design)

- with sections, services plan (electrical, plumbing, fire fighting (if applicable), paving, drainage, flooring pattern, wood work detail, door window detail, toilet detail, detailed specification, Design calculations/document for structural details etc.
- 2.5 To assist the contractor for the purpose of work progress schedule and shop drawings as per instructions of BHEL.
 - 2.6 To provide periodical supervision and inspection as may be necessary to ensure that the works are being executed in accordance with specifications and drawings of the building contract as per instructions of BHEL.
 - 2.7 Construction of complete units in all respect is envisaged for which the tentative estimated cost is Rs 600 Lacs (approx). However payment to the Architect shall be based on actual construction cost.
 - 2.8 Completion certificate from the Chandigarh Administration to be obtained.

3.0 BIDS:

The bids shall be submitted in sealed cover, in TWO PARTS Part-1 and Part-2 as per the following details:-

- 3.1 The envelope containing Part-1 of the offer should be super scribed as “Qualification Bid” and should contain credentials of the bidder including the following:-
 - 3.1a Certified copy of certificate of registration with the Council of Architecture, India in requirement to clause 1.1.
 - 3.1b Self certified copies of Work Order & Completion Certificate from the Client as Documentary evidence for having successfully executed at least two similar projects each costing not less than Rs.500 lacs during preceding five years to be given in requirement to clause 1.2.
 - 3.1c Copy of Balance Sheet, Profit & Loss Account and income Tax returns for the previous year (2011-2012) or for 2010-2011 (incase the accounts have not been finalized for 2011-2012) duly certified from Chartered Accountants in requirement to clause 1.3.
 - 3.1d Undertaking from the tenderer as attached at Annexure ‘A’ in requirement to clause 1.4
 - 3.1e Self certified copy of PAN & Service Tax No. (if covered under Service Tax Act) in requirement to clause 1.5

- 3.1f Earnest Money of Rs 10,000/- (Rupees Ten thousand only) by the way of DD in favour of “Bharat Heavy Electricals Limited” payable at Chandigarh.
- 3.1g All pages of tender documents duly signed and stamped in token of acceptance.
- 3.1h In case of firm, Power of Attorney is required in favour of authorized signatory.
- 3.2 The envelope containing Part-2 of the offer should be super scribed as “Price Bid” and should contain the professional charges for carrying out the entire work mentioned in Clause 2.0 above. Professional charge should be mentioned as percentage of construction cost in Price Bid. The service tax & other applicable taxes shall be paid extra as per applicable rates (if covered under Service Tax Act). Further, any Fee, security deposit etc payable to Chandigarh Administration for approval of drawings/plans or other associated work shall be paid by BHEL as per actual.
- 3.3 The Price Bid of the successful / qualified bidders, who will fulfill the qualifying criteria and other conditions of the Tender shall only be opened, Comparison of the bids will be made on the basis of total cost to BHEL including all taxes. Price bid in any other form will be summarily rejected. The professional charges, as percentage of the total construction cost, is to be quoted both in figures and words. In case of any discrepancy, percentage rates quoted in words shall be considered for evaluation.
- 3.4 BHEL reserves the right to reject any or all the tenders without assigning any reason thereof.
- 3.5 Telegraphic/Facsimile/email Tenders are not acceptable.

4 VALIDITY

The offers shall remain valid for a period of six months from the date of opening of Price Bid.

5 OPENING OF TENDERS

Only Tenders (Part—1) shall be opened on the date of opening as specified at BHEL, ROD, SCO 129-130, First Floor, Sector 17C, Chandigarh in the presence of bidders or their representatives who intend to be present. Part-2 of the tender shall be opened after short listing of qualified bidders who shall be intimated the time & date of price bid opening seperately.

6 TIME SCHEDULE:

Time is the essence of the contract and the time schedule for completion of tasks as defined in clause 2.0 above shall be adhered by the Architect as given below.

1	Readiness of concept & zoning plan for submission to Chandigarh Administration.	Within 30 days of issue of Award of Contract
2	Approval of concept and zoning plans from Chandigarh Administration	Within 30 days after the submission of application
3	Readiness of complete Building plans etc for submission to Chandigarh Administration	Within 60 days of issue of award of contract.
4	Approval of Building plans etc from Chandigarh Administration	Within 90 Days from the date of submission to Administration.
5	Preparation of complete Tender drawings, specifications and Civil BOQ, Services BOQ (Electrical, Plumbing, Landscape etc.) with cost estimate preferably on the basis of DSR2012/ Chandigarh schedule rates, justification of base rates, to describe the whole project adequately for the purpose of floating tender and finalizing building contractor.	Within 75 days of issue of award of contract
6	Submission of below mentioned drawings and documents to BHEL for approval and further working:- Complete Detailed working drawings for architectural, structural, services etc. in all respect like site plan, elevations (in harmony with local architectural design) with sections, services plan(electrical, plumbing, fire fighting (if any), paving, drainage, flooring pattern, wood work detail, door window detail, toilet detail, detailed specification, Design calculations/ document for structural details.	Within 150 days of issue of award of contract
7	Obtaining the completion certificate from Administration	Within 60 Days after construction

7 Security Deposit:

To be submitted as under

- Upto Rs.10.00 lac contract value - 10% of the contract value

- Contract value exceeds Rs.10.00 lacs- Rs 1 Lac plus 7.5% of the amount of the contract value exceeding Rs 10 Lacs

EMD will be adjusted towards security deposit and balance amount will be deposited in the form of Pay order/Demand Draft in favour of BHEL payable at Chandigarh.

8 PAYMENT TERMS

The successful bidder shall be paid as follows :

- a. 5% of the total charges after submission of Concept and Zoning plans to Administration(SI No 1 of the Schedule above).
- b. 10% after getting the approval of Concept and Zoning plans from the Administration. (SI No 2 of the Schedule above).
- c. 5% after submission of Building plans to Administration. (SI No 3 of the Schedule above).
- d. 10% after approval of Building plans by Chandigarh Administration. (SI No 4 of the Schedule above).
- e. 10% after submission of all required documents for floating of tenders for finalizing building contractor for construction of residential units. (SI No 5 of the Schedule above).
- f. 10% on submission of Complete Detailed working drawings for architectural, structural, services in all respect etc. like site plan, elevations (in harmony with local architectural design) with sections, services plan (Electrical, Plumbing, Fire fighting (if any), paving, drainage, flooring pattern, wood work detail, door window detail, toilet detail, detailed specification, Design calculations/ document for structural details after floating of tender. (SI No 6 of the Schedule above).
- g. 40% of the total charges will be released as progressive payment, based on actual construction and shall be linked to building contractor payments.
- h. Balance 10% on obtaining completion certificate from Chandigarh Administration. (SI No 7 of the Schedule above).

The payments as mentioned at point 8.1, 8.2, 8.3, 8.4, 8.5 & 8.6 will be initially based upon the estimated cost of Rs 600 Lacs This is subject to adjustment as per actual cost of project (plus or minus) subsequently.

9 LIQUIDATED DAMAGES:

Extension of time for completion of work may be granted by BHEL where delay is not attributable to the Architect. However where delay is on account of Architect, extension of time shall not be granted without LD. LD. shall be charged at the rate of

0.5% of contract value for every one week delay or part thereof in the time of completion
subject to maximum 5% of the contract value.

Date :

Authorised Signatory

Seal/Stamp of the company

General Terms & Conditions of Contract

(Ref No: RE/BHE/CHD/LAND/001 Date: 11.06.2012)

1 Definition:

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

- 1.1 “BHEL” (B.H.E.LTD.) shall mean Bharat Heavy Electricals Limited, a company incorporated under Indian Companies Act 1956, having its Registered office at BHEL HOUSE, SIRI FORT, NEW DELHI. Regional Operations Division, Chandigarh or its employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 “Engineer” shall mean the “Officer in Administrative charge” of ROD, BHEL, Chandigarh.
- 1.3 “ARCHITECT” shall mean the individual, firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 1.4 “CONTRACT” OR “ CONTRACT DOCUMENT” shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and Tender specifications, General conditions of contract, the drawings, the special specification, if any, the tender documents are the Letter of intent/Accepting letter issued by BHEL. Any conditions or terms stipulated by the Architect in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.
- 1.5 “GENERAL CONDITIONS OF CONTRACT” shall mean the General conditions of contract pertaining to the work detailed.
- 1.6 “TENDER SPECIFICATION” shall mean the “Specific Conditions, appendices, site information and drawings” pertaining to the work for which the tenderers are required to submit their offer.
- 1.7 “TENDER DOCUMENTS” shall mean the General conditions of contract and Tender specification .
- 1.8 “LETTER OF INTENT” shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the Architect commences from the date of issue of this letter and all the terms and conditions of contract are applicable from the date.

- 1.9 “COMPLETION TIME” shall mean the period by days specified in the acceptance of tender for specified job conforming to the specifications of contract.
- 1.10 “APPROVED”, “DIRECTED” OR “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
- 1.11 “SINGULAR AND PLURAL ETC” words carrying singular number shall also include plural and vice versa, where the context so requires . Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of individuals, whether incorporated or not.
- 1.12 “HEADINGS”, The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- 1.13 “MONTH” shall mean calendar month.
- 1.14 “WRITING” shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 2 The tender shall be addressed to:
Head, Regional Operations Division,
Bharat Heavy Electricals Limited,
S.C.O 129-130 (1st Floor) Sector 17 C,
CHANDIGARH – 160017
Telephone No. 0172 – 2707748, 2704605
FAX 0172 – 2703774
- 2.1 Tenders submitted in person or by “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the specified due date and time of submission are liable to be rejected.
- 2.2 Tenders shall be opened by the authorized officer of BHEL at his office at the time and date as specified in the tender document in the presence of such of those tenderers or their authorized representative who may be present.
- 2.3 The tenderer shall closely pursue total scope of services indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or the tender documents issued are incomplete or shall require clarifications on any of the aspect, scope of work etc. he shall at once contact in writing the authority inviting the tender for clarification before the submission of the tender.

- 2.4 Tenderer must furnish all the required information as per the tender documents. Each and every page of the tender specification must be signed and stamped and submitted along with the offers by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 2.5 The tenderer shall quote the rates in English Language and international numeral. The rates shall be in percentages. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 2.6 All entries in tender shall either be type or be written in ink. Erasures and overwriting are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 2.7 In case of an individual:
His full name, address and place and nature of business must be given.
- 2.8 In case of Partnership firms:
The name of all the partners and their addresses. A copy of the Partnership Deed instrument of partnership duly certified by the Notary Public shall be enclosed.
- 2.9 In case of Companies:
Date and place of registration including date of commencement certificate in case of Public companies (certified copies of Memorandum and Article of Association are also to be enclosed).
- 2.10 The Company should have sufficient and qualified manpower to complete entire scope of work detailed in the specification. e.g. Structural & Building Design, Zone planning expertise, Co ordinators with the administration, Survey of the work being done by the builder, Drafting and drawing preparation, Electrical works etc.

3 EARNEST MONEY DEPOSIT:

- 3.1 Every tender MUST be accompanied with Earnest Money Deposit (EMD) amounting to Rs 10,000/- (Rupees Ten thousand only) in the form of Pay order or Demand Draft only.
- 3.2 Pay order /Demand Draft should be in favour of “Bharat Heavy Electricals Limited” payable at Chandigarh.
- 3.3 Tenders received without Earnest money in full in the manner prescribed above are liable to be rejected.
- 3.4 The Earnest money deposit of the successful tenderer will be retained and shall be adjusted towards Security deposit.
- 3.5 In case of unsuccessful tenderers the Earnest money will be refunded to them within a

reasonable time after finalization of the tender / award of contract.

- 3.6 BHEL reserves the right to forfeit Earnest money deposit in case the successful tenderer:-
Fails to start work as may be indicated in the Letter of Intent / award of contract.

After opening of tender, revokes his tender within the stipulated valid period or alters his earlier quoted rates/conditions.

- 3.7 No interest shall be payable by BHEL on Earnest Money.

4 **Security Deposit: To be submitted as under**

Upto Rs.10.00 lac contract value - 10% of the contract value

Contract value exceeds Rs.10.00 lacs- Rs 1 Lac plus 7.5% of the amount of the contract value exceeding Rs 10 Lacs

EMD will be adjusted towards security deposit and balance amount will be deposited in the form of Pay order/Demand Draft in favour of BHEL payable at Chandigarh.

- 4.1 Security deposit or any money which may be due to him from BHEL to make progress or other payments shall not carry any interest.

- 4.2 If the value of the work done at any time exceeds agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the Architect or recovered from the payments due to him.

5 **Return of security deposit:**

If the Architect duly performs and completes the contract in all respect to the satisfaction of BHEL, the Security deposit will be released to the Architect within 3 months of completion of contract and settlement of all disputes/payments. The Architect will have to provide "No Claim" letter for release of security Deposit.

- 5.1 In case of Architect backing out of the contract or termination by BHEL due to non/poor performance, the Security Deposit will be forfeited or released after deducting all costs or expenses or other amounts that are to be paid by BHEL under this or other contracts entered into with the Architect. This would also be applicable for the recovery of Risk and cost incurred by BHEL.

6 **Rejection of tender and other conditions:**

- 6.1 The acceptance of the tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever:

to reject any or all the tender.

to modify the scope of work after mutual agreement

6.2 Conditional and un-witnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

6.3 If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

6.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. BHEL may however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Architect concerned.

6.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.

6.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Architect who resorts to canvassing are liable to rejection.

6.7 Should a tenderer or Architect or in the case of a firm or company of Architect one or more of its Partners / Shareholders / Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the offer, failing which, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

6.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification/ undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk, cost and responsibility of the tenderer.

7 **Law governing the contract and Court Jurisdiction:**

The contract shall be governed by the law for the time being in force in Republic of India. The civil court, having ordinary original civil jurisdiction in Chandigarh shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

8 **Issue of Notice:**

The Architect shall furnish to the BHEL the name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be

deemed to have been duly given to the Architect if delivered to the Architect or his authorized agent or left at or posted to the address either of the Architect or of his representative and shall be deemed to have so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

9 **COMMENCEMENT OF WORK**

9.1 The Architect shall commence the works within the time indicated in letter of intent from BHEL and shall proceed with the same with due expedition without delay.

9.2 If the successful tenderer fails to start 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 with BHEL will stand forfeited without any further reference to him, prejudice to any and all of BHEL's other rights and remedies in this regard.

9.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

10 Mode of payment and Measurement of the work completed.

10.1 All payments due to the Architect shall be paid either thru' RTGS / or by " Account Payee Cheques". All payments will be subject to deduction of Income Tax / any other tax etc at source as per applicable rules.

10.2 The Architect shall submit his bill to the Head, Regional Operations Division, BHEL, Chandigarh.

10.3 Passing of bills does not amount to acceptance of completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

11 **Rights of BHEL:**

BHEL reserves the following rights in respect of this contract without entitling the Architect for any compensation:

11.1 To get the work done through other agency at the risk and cost of the Architect in the event of Architect's poor progress, or inability to progress the work for completion as stipulated in the contract and to recover compensation for such losses from the Architect including BHEL's supervision charges and overheads from security deposit/ other dues.

11.2 To withdraw any portion of work and / or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency.

11.3 To terminate the contract after 15 days written notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies.

11.4 Architect's continued poor progress brought to his notice from time to time.

- 11.5 Withdrawal from or abandonment of the work before completion of the work.
- 11.6 Corrupt act of Architect
- 11.7 Insolvency of the Architect and in case of a company a winding up proceeding is initiated or winding up order has been made by a court.
- 11.8 Persistent disregard to the written instructions of BHEL under the contract.
- 11.9 Assignment, transfer, subletting of the contract without BHEL's written permission.
- 11.10 To recover any money due from the Architect, from any money due to the Architect under this contract or any other contract or from the security deposit.
- 11.11 To claim compensation for losses sustained including BHEL's supervision charges and overheads on termination of contract and to impose penalty for delay in completion of the work.
- 11.12 To terminate the contract or to restrict the quantum of work.
- 11.13 To effect recovery from the amounts due to the Architect under this or any other contract etc in any other form, the money, BHEL is forced to pay to anybody, due to Architect's failure to fulfill any of his obligations.
- 11.14 While every endeavor will be made by BHEL they can not guarantee uninterrupted work due to conditions beyond their control. Architect will not be entitled to any compensation / extra payment on this account.
- 11.15 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the Architect.
- 11.16 All the approved drawing/design/plan etc (along with 5 copies) shall be handed over to Regional Operations Division, BHEL, Chandigarh.

12 RESPONSIBILITIES OF ARCHITECT

- 12.1 The Architect shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be leviable on account of any of his operations in executing the contract. In case payment is made by BHEL, BHEL shall have the right to recover the same from the Architect either from his bills or otherwise as deemed fit.
- 12.2 No levy or payment or change made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 12.3 No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
- 12.4 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be the obligation/responsibility of the Architect to achieve the desired quality

and progress of work.

13 **CONSEQUENCES OF CANCELLATION**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.6, they may complete the work by any means at the Architect's risk and expense provided that in the event of the cost of completion being less than the contract cost, the advantage shall accrue to BHEL and if the cost of completion exceeds the money due to the Architect under the contract the Architect either shall pay the excess amount ordered by BHEL or the same shall be recovered from the Architect by any other means. This will be in addition to the forfeiture of security deposit.

13.1 In case BHEL completes the work, the cost of such completion to be taken into account to be charged to the Architect shall consist of materials purchased and / or labour, provided by BHEL and shall be addition to cover supervision and establishment charges as may be decided by BHEL.

14 **Force Majeure Conditions**

14.1 The following shall amount to Force Majeure:

Acts of GOD, Acts of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earth-quake and epidemic and other similar causes over which the Architect has no control.

14.2 If the Architect suffers delay in the due execution of the contractual obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Architect shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Architect immediately report to BHEL in writing the causes of delay. The Architect shall not, however, be eligible for any compensation.

15 **Arbitration**

All disputes or differences 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 of any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to other party be referred to sole arbitration of General Manager of BHEL or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act. The arbitrator shall give reasons for the award.

The parties to the contract understand and agree that it will be no objection that the said General Manager or the person nominated by him 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 of difference. The award of the arbitrator shall be final and binding on the parties to the contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the said 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 consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration shall be the place from which the contract is issued of such other place as the arbitrator at his discretion may determine.

Date :

Authorised Signatory
Seal/Stamp of the company

(Company's letter head)

UNDERTAKING

Ref No: RE/BHE/CHD/LAND/001 Date:

I, _____ authorised representative of M/s
_____ do
hereby solemnly declare that our firm M/s

_____ has not been blacklisted by any Statutory Authority or any other Government Department or any Central/State PSUs and that we shall be liable for consequences of wrong undertaking.

Date :

Authorised Signatory
Seal/Stamp of the company

(Company's letter head)

To,
Head,
BHEL, ROD,
SCO No 129-130, Sec – 17C,
Chandigarh

PRICE BID

Ref No: RE/BHE/CHD/LAND/001 Date:

- 1.0 This is to certify that I/We have gone through the tender specification in full and accept all terms and conditions laid therein. We agree to work on the terms and conditions of the Tender Specification and other conditions stated in the Specification.
- 2.0 We have understood the total scope of work envisaged.
- 3.0 Our professional charges are ____ % (In words _____ Percent) of the total work estimates as defined in the specification.
- 4.0 The present Service Taxes leviable on as Professional Tax are ____ %. The Taxes, in case of any change in due course of contract execution will be refunded to as per relevant notification.

Date :

Authorised Signatory
Seal/Stamp of the company