

BHARAT HEAVY ELECTRICALS LIMITED
Corporate R&D. Vikasnagar; HYDERABAD-500093

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called “the Company” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide **LO No.** _____ (hereinafter called “Contract”) for the work _____, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specification attached herewith on “Contractor”) and the said contract made for the above said work. “Contractor”) and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ₹ (Rupees _____; i.e. 5% of the agreement value Rs. _____) paid by him as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the **copy of the Central Public Works Department Standard Specifications and addenda volume**, BHEL General Conditions of contract maintained in the Engineer/Manager (Civil)’s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in “Terms and conditions sheet of technical data and the rates mentioned in the Annexure to Letter order” and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Terms and conditions sheet of technical data , the rates mentioned in the Annexure to Letter order , in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions) , the work shown upon the drawings and described in the said specifications and set forth in Terms and conditions sheet of technical data and the rates mentioned in the Annexure to Letter order, as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the “Terms and conditions sheet of technical data and the rates mentioned in the Annexure to Letter order” as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the **date on which agreement is signed or the date specified herein for actual commencement of work. The Contract shall be for period of _____** from the actual commencement date as stipulated herein.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor

is also liable for legal action by the company for civil and or criminal consequences.

6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
7. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitration to be agreed by both parties in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. **It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.**
8. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.
9. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
10. The award given by the arbitrator is binding on both parties.
11. This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorn to the jurisdiction of the court of Hyderabad.
12. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 **and other relevant Acts and Government guidelines issued from time to time.** Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.
13. The Contractor shall be solely responsible and indemnify the BHEL R & D against all charges, dues, claim etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
14. **BHEL shall have privity of contract with the Contractor only and has nothing to do or be concerned with the employment of employees working for the Contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to an employer-employee relationship.** The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.
15. Maintenance of discipline of work by the labor is sole responsibility of the contractor and any dereliction to this effect may amount to termination of contract which is to the contractor's liability.
16. Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions.

Signature of Contractor

DATE :

For and on behalf of, BHEL

SEAL:

WITNESSES: 1.
: 2.

ACCEPTING OFFICER