

BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING & SYSTEMS DIVISION
PURCHASE DEPARTMENT



REF: T7B1UT36070/BID EXTENSION/002

DATE: 13.1.2021

Organisation Chain : Bharat Heavy Electricals Limited||BHEL-Project
Engineering and Systems Division, Hyderabad||MM

Tender ID : 2021_BHEL_581003_1

Tender Reference Number : T7B2T36070 (NIT_56466)

Tender Title : PreBid Tieup for Supply of GAS ENGINEES for NVVN LTD
GAS POWER PROJECT 50MWAT ANDADAMN and NICOBAR
ISLANDS

Corrigendum Type : Date

TENDER DUE DATE SUBMISSION IS EXTENDED TILL 21.01.2021

CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
PE&SD –Hyderabad.

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CONTRACT AGREEMENT

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s _____state that they have acquired and possess extensive experience in the field of _____

And Whereas in response to an Invitation to Tender No. _____ issued by BHEL for execution of _____ the contractor submitted their offer No. _____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 references cited therein.

THIS AGREEMENT WITNESSES 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 No _____including Drawings and Specifications (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, Annexures, Letter of Intent dated _____and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto _____ for a sum of Rs. _____ towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no. _____dated _____for a sum of Rs. _____executed by _____ in favour of BHEL towards Security Deposit valid upto _____

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs. _____in the form of cash / approved Securities/ B.G No. _____ dated _____ for Rs. _____executed by _____ in favour of BHEL valid upto _____ 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.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs. _____(Rs. _____vide Bank draft No. _____dated _____and by adjusting EMD of Rs. _____submitted vide Bank draft No. _____ dt. _____) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. 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.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of 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 the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of 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.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants 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.
6. 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.
7. 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 authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. 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.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by 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.
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

CONTRACT AGREEMENT

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 hereto 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 and 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 therein.

2. Contractor's Offer No-----
dated-----.

3. _____

4. _____

5. _____

6. Letter of Intent No _____ dated _____.

7. _____

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)