



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

Tender enquiry No. & date : BHEL/FP/TE/TE/RT/01, Dt. 08.11.2013

SECTION - 2

GENERAL TERMS OF THE CONTRACT FOR RADIOGRAPHIC EXAMINATION

1.0 GENERAL TERMS

- 1.1 NDE Inspection agency should have minimum 3 years of experience in the Radiography testing of welds as per international codes and standards such as ASME Section V, VIII etc.
- 1.2 One Radiography Camera of the contractor should be housed in BHEL exclusively for our work. However on request the camera may be taken out, whenever there is no work. This may be allowed only when it does not disturb any of our work.
- 1.3 Contractor has to use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing.
- 1.4 The exposures taken must be developed and made ready for evaluation within 3 days of conducting testing.
- 1.5 Contractor should deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.
- 1.6 Contractor shall submit the details of all the equipments and technical facility available with him.
- 1.7 Contractor will submit the photocopy of the certificate of approval by AERB for certified radiographers and site in charge, and produce the original during the negotiation if he is called. Contractor should ensure that the validity of personnel is maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.
- 1.8 The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies.
- 1.9 The contractor shall arrange his own radiography camera and film processing equipment for the dark room.
- 1.10 Contractor should ensure all the safety aspects & OHSAS requirements.
- 1.11 The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.
- 1.12 The contractor shall employ trained technicians who shall be in the film badge services of BARC and the statutory rules and regulations stipulated by BARC shall be observed very strictly by the contractor.
- 1.13 Contractor shall replace the source as and when it gets reduced below 3 curies.

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- 1.14 Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.
- 1.15 Contractor shall mark the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.
- 1.16 Earnest Money Deposit (EMD) amount of in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at state bank of India, Branch –IGFCC Ltd, Jagdishpur (IFSC code SBIN0009072) shall be sent along with your offer.
- EMD shall not carry any interest.
 - EMD given by unsuccessful tenderers shall be refunded on acceptance of award of work by the successful tenderer.
 - EMD will be forfeited if
 - (a) After opening of tender, the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - (b) The tenderer does not commence the work within the period as per LOI/WO.
- 1.17 Contractor shall provide RT Camera along with operator for Normal Working Hours - 8 AM to 5.00 PM and 5.00 PM to 1 AM (as and when required by BHEL for Radiography of jobs). In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required
- 1.18 Contractor will have to execute Security Deposit amount as follows
- * Upto Rs. 10 lakhs : 10 % of the contract value
 - * Above Rs. 10 lakhs upto Rs. 50 lakhs: Rs. 1 lakh + 7.5 % of the amount exceeding Rs. 10 lakhs.
 - * Above Rs. 50 lakhs: Rs. 4 lakh + 5 % of the amount exceeding Rs. 50 lakhs
- The amount may be paid in any one of the following forms
- a) Cash (as permissible under the Income Tax Act)
 - b) Pay Order, Demand Draft in favour of BHEL
 - c) Local cheques of scheduled banks, subject to realization.
 - d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
 - h) The security deposit shall not carry any interest.
- NOTE: Acceptance of Security Deposit against SI. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the

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documents or in any other matter connected therewith.

1.19 Termination / Cancellation of Contract

BHEL reserves the right to terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of

- a) Contractor's continued poor progress.
- b) Withdrawal from or abandonment of the work before completion of the work.
- c) Corrupt or illegal act of the Contractor.
- d) Insolvency of the Contractor.
- e) Persistent disregard of the instructions of BHEL.
- f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- g) Non-fulfillment of any contractual obligations.
- h) Non - Satisfactory Workmanship.
- i) Any false statement given in the tender.
- j) Not attending the work when required.

1.20 Discrepancy in words & figures quoted in price bid will be evaluated as per following guidelines

- a) If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

1.21 Reverse Auction (RA):

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Information and General terms and conditions governing RA are given below.

- i) For the proposed reverse auction, technically and commercially acceptable

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- bidders only shall be eligible to participate.
- ii) BHEL will engage the services of a Service Provider who will provide all Necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
 - Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
 - Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
 - BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" by including items like Packing & Forwarding charges, Taxes and Duties, Freight charges, Service Tax for Services and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
 - Reverse auction will be conducted on a scheduled date & time.
 - At the end of Reverse Auction event, the lowest bid value will be known on the network.
 - The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
 - Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
 - In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

1.22 Contract Agreement: The successful bidder shall sign and submit a contract agreement as per enclosed Performa (Annexure-III) on a non-judicial stamp paper of Rs.100/- at his own cost.

1.23 The rate offered shall be firm and valid till the contracted period. No escalation/ Price variation is allowed.

1.24 Offer validity will be 90 days from the date of opening of Part I – (Technical and Un-priced commercial bid).

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2.0 GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Contractors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points/guidelines/instructions are part and parcel of the tender and non-compliance will result in rejection of offer. The Contractors are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.

Considering the nature of contract which requires a good amount of technical details, etc. to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the Part I technical bid evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain Technical & Un-priced Commercial Bid with document evidence as per Annexure - I, Annexure – II, cost of tender, EMD amount as per NIT. This envelope should be clearly marked "**Part I - Technical and Unpriced commercial bid**", indicating Enquiry No, for Radiographic Inspection work at BHEL FP Jagdishpur, Due Date, Address and Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**, duly filled and signed as **per price bid format** in inspection agency letter head. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Radiographic Inspection work at BHEL FP Jagdishpur, Due Date, Address & Reference of the Bidder.

Both the envelopes I & II shall be put in one cover, duly sealed, super scribing as Part I and Part II indicating Enquiry No., Radiographic testing work at BHEL Factory, Due Date, Address & Reference of the Bidder. The above tender (envelope containing Part I & II) should reach this office on or before the due date and time. Tenders received after due date and time will not be considered for evaluation. Tender should not be addressed to any Individual's name but only by designation to:

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be signed. All amounts shall be indicated both in words as well as in figures.

BHEL reserves the right to reject any offer without assigning any reason and also enter into contract with more than one Inspection Agency. **If the past performance of a vendor in any of the previous Purchase orders / contracts/ in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.**

Signature
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ANNEXURE - I

TECHNICAL BID CHECKSHEET

(To be submitted in Part I - Technical and Un-priced commercial bid)

SI No.	TECHNICAL BID CRITERIA	Accepted / Not Accepted
1	PRE-QUALIFICATION CRITERIA (Proof to be submitted along with technical bid)	
1.1	NDE Inspection agency should have a minimum 3 years of experience in the Radiography testing of welds as per international codes and standards such ASME Section V, VIII etc.	
1.2	Contractors should have valid approval documents from small scale industries/ local government etc.	
1.3	Contractor should have minimum two numbers sources camera approved by AERB / Mumbai. (proof to be produced)	
1.4	Contractor should have minimum two certified radiographers, one site in charge, 1 RSO (Radiation Safety Officer) for the site.	
1.5	Contractor will deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.	
1.6	Enrollment details of radiographic workers with BARC for film badge service.	
1.7	High Intensity illuminator with intensity control, Calibrated ASTM Image Quality Indicators, Calibrated density strip / Densitometer shall be available.	
1.8	Details of similar work carried out by the NDE Inspection agencies.	
1.9	Contractor shall submit approval certificate from BARC/AERB, Govt. of India for conducting radiography test within the premises of BHEL/FP Jagdishpur after award of contract.	
2	TENDER REQUIREMENTS	
2.1	The Contractor shall commence testing within 48 hrs of intimation from BHEL.	
2.2	Copy of approval for Radiographic Testing from any BHEL units (if available).	
2.3	Contractor has to use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing of films.	
2.4	The exposures taken must be developed and made ready for evaluation by within next 3 days of testing.	

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2.5	Contractor should ensure that the validity of certified personnel's are maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.	
SI No.	TECHNICAL BID CRITERIA	Accepted / Not Accepted
2.6	The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies, other BHEL units.	
2.7	Contractor should ensure all the safety aspects & OHSAS requirements.	
2.8	The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.	
2.9	Contractor confirms payment terms, penalty terms	
2.10	Contractor will replace the source as and when it gets reduced below 3 curies.	
2.11	Earnest Money Deposit (EMD) amount as per NIT in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Jagdishpur shall be sent along with your offer	
2.12	Contractor shall provide RT Camera along with operator for Normal Working Hours - 8 AM to 4.30 PM and 4.30 PM to 1 AM (as and when required by BHEL for Radiography of jobs). In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required.	
2.13	Contractor will have to deposit Security Deposit amount before commencement of work.	
2.14	Termination / Cancellation of Contract BHEL reserves the right to terminate the contract for any of the reasons laid down as per Cl. 1.19 of Section - 2.	
2.15	There may be a variation in the estimated value of contract depending upon the production plan variation that may arise then and there. BHEL does not guarantee for the quantum of work.	
2.16	The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agency.	
2.17	All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.	

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2.18	Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations shall be taken care by the Inspection Agency. BHEL shall not be held responsible for any injury or damage that is caused to the staff/property during the course of inspection or otherwise.	
SI No.	TECHNICAL BID CRITERIA	Accepted / Not Accepted
2.19	No other pre conditions along with your offer will be entertained by BHEL.	
2.20	Contractor shall ensure all safety precautions in accordance with AERB regulations.	
2.21	Marking the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.	
2.22	Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.	
2.23	Contractor shall confirm acceptance of Reverse Auction (RA) process	
2.24	Un-priced bid to be submitted as per price bid format	

Encl: Supporting document proofs (wherever applicable) for above Technical bid requirements shall be attached along with this annexure duly signed in Part I technical bid inner Envelope.

**Signature with Seal of
Authorized signatory of Contractor**

Handwritten signature and date: 08/11/13



3.0 GENERAL CONDITIONS OF THE CONTRACT

3.1 Orders under the contract

All notices etc, to be given under this contract shall be in writing, type script or printed and if sent by registered post to the address given in the tender of the contractor shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

3.2 Works to be carried out

All labour, materials, tools, plant equipment and transport required for the execution of the work included in the unit price agreed herein-in-above. The Contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work having entered into the contract. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

3.3 Labour

The Contractor shall remain liable for the payment of all wages or other moneys to his workmen or employees under the payment of wages Act 1936, Employees Liability Act 1938, Workmen's Compensation Act 1923, or any other Act or Enactments relating there to and rules framed there under from time to time. Evidences for P.F contribution and ESI coverage to the persons deputed for the work have to be provided during submission of bills.

The Contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract labour.

The Contractor shall also hereby undertake to get himself licensed from the appropriate authority as Contractor. It is understood by the contractor that for this agreement, to be effective the price condition is his furling the condition of being licensed as a Contractor under State Legislation.

3.4 Safety and Security Regulations

The Contractor and his personnel shall strictly observe and follow during the pendency of the contract all the safety and security regulations and rules that area in force from time to time in the company.

3.5 Law covering the contract

This contract shall be governed by Indian Laws for the time being in force.

3.6 Sub letting of Contract

The Contractor shall not assign, transfer, sub-let or attempt to assign, transfer or sub-let any portion of the work.

3.7 Cancellation of contract for Contractors default

If the Contractor makes default in carrying out the work as directed and contained in that state after a reasonable notice from GM or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued there under, the GM may without prejudice to any other right or remedy which shall have occurred or shall occur thereafter to the company cancel the contract or items or work in default from the contract. Whenever

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GM exercises his authority to cancel the contract, he may complete the work at the contractor's risk and cost, provided always that in the event of the cost (as certified by GM which is final and conclusive) being less than the contract cost, the advantage shall occur to the company. If the cost exceeds the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by the GM or the same shall be recovered from the contractor by other means.

3.8 Cancellation of contractor for corrupt Acts

Any gift or offer of illegal gratification made by the Contractor or other on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claims against the contractor.

3.9 Special Powers of Determination.

If at any time, the company shall for any reason whatsoever, not require the work to be carried out, the GM shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of fore-closing the work.

3.10 Damage/Pilferage of Materials

The contractor shall indemnify the company against loss, damage, breakage, shortage and pilferage of the company's materials while in custody of the contractor.

3.11 Recovery from the contractor

Whenever under this contract or otherwise any sum of money shall be recoverable from the contractor or payable by the contractor to the company, the same shall be paid on demand or shall be deducted from the bills then due to him either in particular contract or from any other contract which he has already entered into with the company or which may be entered into with the company in future.

3.12 Stamping the Agreement

Successful contractor shall execute contract agreement. The expenses of completing and stamping the Agreement shall be borne by the contractor.

3.13 The duties and obligations

The duties and obligations of each of the parties hereunder shall be suspended during such times as performance by either party is prevented, impeded by strikes, labour disturbances, riots, fire, governmental action, war acts of God or any other cause similar or dissimilar to the foregoing beyond the control of either party hereto. No such suspension, however shall suspend, alter or affect Contractor's right to receive payments for the work already executed.

3.14 Damage and loss to private property and injury to workmen

The Contractor shall at his own expenses, reinstate and make good to the satisfaction of the GM and pay compensation for any injury, loss or damage, occasioned to any property or rights whatsoever, including property and rights of company (or agents, servants of employees of the company).

The injury, loss, or damage arising out of or in any way in connection with the execution and further, the contractor shall indemnify the Company against all claims, enforceable against the company (or any agent, servant or employee of the company) or which would be so enforceable against the company as if the company is private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whatsoever or property, including all claims which may arise under workmen's compensation Act or otherwise.

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3.15 Arbitration

Any disputes or difference or claim arising out of this contract shall be referred to the GM of BHEL, Jagdishpur or his authorized representatives, whose decision shall be final and binding on both the parties.

3.16 RIGHTS OF BHEL: BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 3.16.1 To get the work done through another agency at the risk and cost of the Contractor, in the event of poor progress, or the contractor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregards of instructions of BHEL, assignment, transfer, 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.
- 3.16.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion period due to other emergent reasons/BHEL's obligations to its customer.
- 3.16.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of
- Contractor's continued poor progress.
 - Withdrawal from or abandonment of the work before completion of the work.
 - Corrupt or illegal act of the Contractor.
 - Insolvency of the Contractor.
 - Persistent disregard of the instructions of BHEL.
 - Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - Non-fulfillment of any contractual obligations.
 - Non - Satisfactory Workmanship.
 - Any false statement given in the tender.
 - Not attending the work when required.
- 3.16.4 To recover any moneys due from the Contractor, from any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 3.16.5 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract and to levy Liquidated Damage/Penalty for delay in completion of work.

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ANNEXURE-II

(TO BE FILLED BY TENDERER ON THEIR LETTER HEAD PAD AND SUBMITTED ALONG
WITH PART-I BID)

Certified that tender documents have been read, complied and agreed to. Each page of tender offer has been signed and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)
signing the tender on behalf of the tenderer.

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ANNEXURE - III

C O N T R A C T A G R E E M E N T

CONTRACT NO. :
LETTER OF INTENT NO. :
WORK ORDER NO. :

1. The Contract Agreement entered into the day of, 20... (..... day oftwo thousand and.....) at Jagdishpur between M/S Bharat Heavy Electricals Limited, FP, Jagdishpur , Distt Amethi (UP), having it's Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called the FIRST PARTY which expression shall include their executors, administrators, successors and permitted assigns)

AND

M/S (hereinafter called the SECOND PARTY which expression shall include their executors, administrators, successors and permitted assigns).

2. And whereas the FIRST PARTY called for the offer for the work of..... as per approved specifications, drawings and quality plan at as per Tender Specification No....., dated

3. Whereas the SECOND PARTY submitted their offer No. dated against above.

4. Whereas the FIRST PARTY has accepted the offer referred to above & issued Letter of Intent No....., dt..... and also detailed Work Order No..... dt

5. Whereas the SECOND PARTY has agreed to work as Sub-Contractor of the FIRST PARTY on the conditions specified in the Tender Specifications at a contract price of Rs.....(Rupees.....)

6. Now, therefore it is hereby mutually agreed to by and between the parties hereto as under :

- a) The SECOND PARTY shall execute the works of at on the conditions specified in Tender Specifications of FIRST PARTY and Letter of Intent and/or work order referred to herein before at a total contract price of Rs..... (Rupees)
- b) That the SECOND PARTY shall organise all activities and mobilisation of facilities so that the work specified herein before is completed byas per the time bound programme mentioned in the Tender Specifications.
- c) That all disputes arising out of or relating to this agreement shall be referred to the sole Arbitrator as per arbitration clause mentioned in the Tender Specifications. The Arbitrator from time to time with the consent of the parties enlarge the time for making and publishing award without reference to the court for the purpose.
- d) That the jurisdiction in all suits or claims arising out of this agreement shall be of Amethi Courts only.
- e) The Following documents shall form part of this agreement :-
 - i)
 - ii)
 - iii)
 - iv)
 - v)
 - vi)

Handwritten signature and date: 08/11/13



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7. Terms of Payment : The terms of payment applicable to this contract shall be those covered under Point No.... of Work Order dt. and as per Tender Specifications.

8. Abandoning the work : In the event of the SECOND PARTY abandoning the work, FIRST PARTY reserves the right to get the unfinished work done at the risk and cost of the SECOND PARTY.

9. All other terms and conditions shall be as stipulated in the Tender Documents.

10. This contract agreement consists.... pages.

IT WITNESS WHEREOF, the parties have signed this agreement on the date, month and year first above written in presence of:

For and on Behalf of
(FIRST PARTY)

WITNESS (WITH ADDRESS)

For and on Behalf of
(SECOND PARTY)

- 1.
- 2.

Handwritten signature and date:
08/11/13