



Tender Enquiry No. : BP/HR- TSX/RF/E- 077

**Bharat Heavy Electricals Limited, Bhopal
(Human Resource Management Department)**

Rate Contract for Hiring Vehicles

Qualification Criteria :

- a) Transport Contractors should have establishment /office within Municipal limits of Bhopal with landline telephone / Post-paid Mobile No.
- b) Tour and Taxi operators, registered under MP shop & establishment act at Bhopal are eligible or shall have office at Bhopal within one months from the award of contract.
- c) Transport Contractors should have experience of minimum continuous one year period in last seven year period i.e. 01.01.2014 to 31.12.2020 of running at least four vehicles (Dzire Car, Dzire Tour, Hyundai Xcent, Toyota Etios, Tata Tigor, Skoda Rapid, Sunny Nissan, Tata Indigo ecs, Tata Indica, Mahindra Bolero, Mahindra Maxxi, Commander (Jeep), Tata Sumo, Mahindra Scorpio, Tavera, Innova as well as equivalent new model vehicles etc.) on full time basis in any Industrial Establishment/ office. The experience has to be for regular deployment of vehicles on day to day basis during the above mentioned period.
- d) All the Annexures of NIT shall be signed by the bidders if not signed, bid shall be cancelled.

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, otherwise shall be liable for rejection.

They have to furnish the following documents in support of their requisite experience and if required the same can be verified by BHEL from the issuing authority in order to ascertain the veracity of certificate.

- 1) A copy of duly signed work order(s) issued by the Industrial establishment / Office / Institutions/ hospital etc.

OR

A copy of agreement signed between the bidder and organization mentioning the period of contract and number & type of above mentioned vehicles deployed against LOI / Work Order.

- 2) Experience certificate from organization clearly mentioning the number & type of vehicles deployed and the period for which the vehicles were deployed besides mentioning that the services were found to be satisfactory during the entire contract period.
- (3) All the tenderers are required to furnish a vendor performance rating (VPR) certificate as per format at annexure E for the minimum number of required vehicles (04 LCVs) from the authority issuing experience certificate. For agencies dealing with BHEL, VPR certificate from BHEL is needed. If the performance rating found to be poor, then it will lead the offer for rejection.
 - i) If bidder's is a partnership firm, the partnership should be in existence for the past minimum six months from the date of publication of this NIT and the firm must have done business in the name of the partnership firm for which experience is claimed in this tender.
 - ii) Transport Contractors should have minimum four vehicles any of the following type (Dzire Car, Dzire Tour, Hyundai Xcent, Toyota Etios, Tata Tigor, Skoda Rapid, Sunny Nissan, Tata Indigo ecs, Tata Indica, Mahindra Bolero, Mahindra Maxxi, Commander (Jeep), Tata Sumo, Mahindra Scorpio, Tavera, Innova as well as equivalent new model vehicles etc.) of not prior to 01.01.2016 model duly registered in their own name/firm/ partner's name. Holding power of attorney for vehicles will not suffice to be ownership. **After receiving the Work Order from the BHEL, vehicles to be deployed shall be brand new (show room) duly registered in their own name / firm / partner's name only.**

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- iii) Transport Contractors should have registered themselves with Provident Fund Commissioner or should have obtained exemption certificate for not being covered under the relevant act. However, transport contractors who have already applied to Provident Fund Commissioner for registration or for exemption may also apply for tender provided they shall submit the relevant documents of registration/exemption within 30 days from the effective date of award of work order failing which this contract can be terminated.
- iv) Transport Contractors should have PAN for deduction of TDS as per Income Tax Act.
- v) Transport Contractors should have/applied for GST Number / GST Code for remittance of GST under the GST Act.
- vi) A copy of Profit & Loss, Balance Sheet of Financial Years i.e. 16-17, 17-18 and 18-19 certified by Chartered Accountant is to be enclosed along with tender documents.
- vii) "The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- viii) The Average Turn Over should be Rs.18 Lacs during the last 03 years ending 31.03.2019.

Special Terms & condition

1. a) AC Sedan Car (Fuel – CNG, engine capacity 1190 CC & more) or equivalent engine capacity model on rate contract basis - Assured run of 2000 km 12 hrs/ day for vehicles will be given to the bidders. Bidders are required to quote Fixed amount for assured 2000 km. and 12 hrs./ day.

The charges would be inclusive of all overhead charges like Fuel, Taxes, Comprehensive Insurance, Payment to staff, contribution towards PF& ESI, vehicle maintenance etc. but excluding GST.

- b) All the rates should be quoted in figure as well as in words in Annexure-D.
 - c) All the offers received will be scrutinised and only the technically qualified offers will be considered.
 - d) The Technically disqualified offers will be rejected and no intimation shall be given by the management in this regard.
 - e) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof and no correspondence shall be entertained in this regard.
 - f) BHEL has a right to increase/decrease the number of vehicles.
2. Rate Contract is intended for deployment of New Vehicles which should be registered u/s 2 (35) of MV Act for commercial use with RTO under Taxi permit. **Brand New (show room) vehicles only shall be acceptable under this rate contract.** Successful bidders have to submit documentary proofs confirming RTO Certificate (Vehicle Registration Certificate), insurance, fitness certificate, Police verification of all deployed drivers etc. before deployment of the vehicles.
 3. After receiving the work order from BHEL, the transport contractor have to purchase **Brand New (show room)** vehicles for operation under this contract otherwise they have to submit undertaking to purchase and deploy the quoted vehicles (brand new) within one month from the date of award of contract.
 4. The vehicle will be utilised by **Car Pool** under Human Resources Department for plying in Township/ adjoining areas generally within the municipal limits of Bhopal & outside also with timings decided by BHEL.
 5. The monthly run is the sum of run of deployed vehicle on all the days of the month during which the vehicle was deployed. The run of the working days is counted as the difference in meter reading (as per the GPS data) of first reporting day in the pool and last reporting day in the pool. Any unauthorised journey by the vehicles will be disallowed. Log Book should be maintained with each vehicle by the driver.



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6. The vehicle shall be required to operate throughout the month. One day off in each fortnight (BHEL weekly off) shall be allowed by BHEL for maintenance and repair of vehicle.
7. The drivers should have Mobile phone with at least incoming facility. The time of deployment of vehicle shall be decided by BHEL as per the requirement.

General Terms & conditions

01. The contractor has to ensure the following to be provided while deploying the vehicles: -
 - i) The relevant documents like R.C smart card, Commercial Driving License, Road Permit, vehicle fitness and Pollution Certificate etc.
 - ii) Each car must possess central cushion based armrest with white napkin on the back seat also white seat cover.
 - iii) Vehicle shall be purchased with fully company loaded features. Features which are not covered in fully loaded version shall be installed additionally on local basis of good quality accessories.
 - iv) All the deployed vehicles should be provided with deluxe seats. The back rest should be covered with white cover and the bottom with white towels and these must be cleaned weakly.
 - v) **Brand New (show room) AC Sedan Car** (Fuel – CNG, engine capacity 1190 CC & more) or equivalent engine capacity model should be provided with GPRS/ GPS Tracker (like indiatracks.com) for getting live/ instantaneous and past movement details up to 90 days and to trace distance covered in Km for billing purpose and have to be provide the GPS tracking app/ application to BHEL which must be compatible to latest version of PCs and mobiles, air conditioner, power window, Stereo system alongwith pen drive / Bluetooth player & FM, clock, foot matting and reverse horn.
 - vi) Perfumes spray should be provided inside the vehicle.
 - vii) BHEL Monogram should be provided in front of the vehicle duly covered with radium light.
 - viii) A First Aid box and a complaint register should be kept in the vehicle.
 - ix) Vehicles should be provided with additional/emergency accessories like (a) Fan belt (b) extra wheel (c) Standard tool kit d) spare bulb (e) fuses (f) hose pipe (g) Charging point etc. to attend emergency repairs.
 - x) Drivers of the vehicles shall wear sky blue T-shirts/Shirt and Black pants on the duty. Contractor shall provide two sets of prescribed uniform. In case of non-compliance, penalty @ of Rs. 100/- on each occasion shall be imposed to the Contractor.
 - xi) The car must be washed daily before reporting at the car pool.
 - xii) The tyre must be replaced with new tyre at every 30,000 km or before that if it gets damaged or cannot be used due to wear & tear.
2. The contractor should maintain their vehicles as per the above specification throughout the contract period.
3. The contractor should also ensure that he/she will engage the vehicles with drivers who know the following genuine ethics and he will instruct them to implement the same: -
 - i) The driver should have experience of driving similar vehicles with proof of valid Commercial driving license.
 - ii) The driver should keep the vehicle neat and clean daily/ timely before reporting for the duty.
 - iii) The driver should allow the passengers to get inside the vehicle and then only he should enter into car.
 - iv) The driver himself should open and close the doors for all passengers/customers while getting into and getting out of the vehicle.



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- v) While on pick up from Station/ Airport the driver should display the placard at the exit of the railway station/ Airport. In case of non-compliance, penalty @ Rs.100/- on each occasion shall be imposed on Contractor.
 - vi) The driver shall not smoke/ be drunken while on duty.
4. The name of tenderer with full official address and landline phone number(s) should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of attorney holder. In the later case, copy of the power of Attorney duly attested by a Gazetted officer must accompany the tender.
 5. Belated and revised offers after opening of the Price bid will not be considered, but BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
 6. If a tenderer withdraws his offer after submission of the tender or after acceptances of his tender, fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
 7. BHEL, Bhopal reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
 8. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
 9. The bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the bidders. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
 10. BHEL Bhopal reserves the rights to have parallel contract with any number of contractors.
 11. As and when required, Route permit/National permit/ Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Bidder at his cost. BHEL doesn't take any responsibility in this regard.
 12. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Price Bid opening. The quoted rates should be valid for a period of four years from the date of deployment of vehicles (PVC included).
 13. Log Book should be maintained with each vehicle by the Driver reflecting journey undertaken daily which will invariably be got filled-up by the user himself in all cases of other than fixed destination routine journeys affixing his signature and the same duly certified by the authorized official deputed for this work. The logbook shall be maintained as per the format / Annexure- F and the daily trip/ run details for billing shall be prepared on the basis of this in line with the GPS data.
 14. In case it is found that any party is involved in Sub-Letting of any vehicles, the contract with the said party would be reviewed by BHEL and it may result in forfeiting of security deposit, termination of Contract and/or Black listing of the said party. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.
 15. **PENALTY:**
 - i) For non-supply of stipulated vehicle/non arrangement of alternative vehicle, penalty at following rate shall be imposed and deducted from the running bills except subject to force majeure like fire, accident, any public unrest, any other act of God etc.

AC Sedan Car (Fuel – CNG, engine capacity 1190 CC & more) or equivalent engine capacity model-
Rs. 1000/- on each occasion.



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After resuming duty, if a contractor does not ply the vehicle, driver remain absent, OR driver refuses to attend duty for any reason, penalty as above shall be imposed.

- ii) In the event of breakdown of any vehicle, alternative arrangement of same model or latest model vehicle shall be made available by the contractor immediately at his own cost failing which penalty as at 15 (i) shall be applicable.
- iii) While on duty, if the driver of the hired vehicle is found to be indulging in any case of disobedience/ misbehaviour/ malpractice/ fraud or any act of misdemeanour, a penalty amounting to Rs.1000/- will be imposed on the concerned contractor. Repeated acts of indiscipline are punishable by stopping the services without any notice or termination of the contract and other consequences depending upon the gravity of the case.
- iv) A penalty of Rs.100/- (Rupee One Hundred only) shall be levied and deducted from running bills on each occasion if the driver of the contractor does not display the BHEL PLACARDS at the EXIT of Railway Station/ Airport and/or Hotels etc. as per instructions of the transport authorities.
16. Bidders are required to provide vehicles at the specified time and venue.
17. The successful contractor shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs.500/- (Rupees Five Hundred Only) at his own cost.
18. BHEL reserves the right to check the correctness of speedometer/ milometer of the deployed vehicles as per GPS data at any point of time and if it is found inaccurate any suitable action, deemed fit, may be taken.
19. The contracted vehicle(s) will be made available at all time in roadworthy condition duly substantiated with 'fitness certificate' so as to give uninterrupted service. In case contractors fail to provide the contracted vehicle(s) on any day, BHEL shall be at liberty to make suitable alternative arrangement. All such expenditure as also damage/ losses incurred by BHEL as a result of break-down of the Contractor's vehicle(s) or transport arrangement, will be deducted from the monthly running bills of the contractor and such damage/losses shall be determined by the BHEL at its sole discretion.
20. Only the authorised staff attached to the contracted vehicles or representative nominated by the Bidder shall be allowed entry inside the company's or any other premises during the course of contract.
21. The persons employed by the Contractor in respect of his vehicles will be treated as the authorised representative(s) and shall also be held responsible along with the Contractors, for any breach of the terms and conditions as provided in the contract.
22. The contractor shall be responsible for providing necessary staffs like Commercial Licensed Driver with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behaviour toward the staff & executives of BHEL and passengers in the vehicle.
23. Accidents occurring during the course of company's work should be reported by the contractor to BHEL first then in charge (TSX) immediately but not later than 24 hours. This will be followed by a detailed report from the Contractor.
24. The Bidders will operate their vehicles entirely at own risk. BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
25. The Bidders will make their own arrangements for the parking of their vehicles overnight or during off/ holidays.
26. The Bidder will ensure that all vehicles under this contract agreement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstance shall

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the company be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the Contractor's obligations under this contract.

27. The Contractor will have to indemnify BHEL against:-

- i) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees whilst in BHEL premises.
- ii) Observance of Labour & Industrial Laws.
- iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract.
- iv) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the relevant Acts to any workmen as aforesaid and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents.
- v) All claims, payments and losses that the company may have to make or suffer on account thereof, the Bidder shall whenever required to do so by the company or Govt. officials authorised under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.

28. In case, the company is held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be paid by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

29. **The bidder will observe and comply with the requirements of the Minimum Wages Act and other Industrial & Labour legislations for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.**

30. The Bidder will accept liability for compensation in accordance with the provision of the Motor Vehicles Act, 1988, Workmen Compensation Act, 1923 read with Employees State Insurance Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workman by accident arising out of and in the course of this contract.

31. This contract may be terminated at any time without paying compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.

32. **Earnest Money Deposit:**

A sum of Rs.7,58,015/- (Rupees Seven Lakh Fifty Eight Thousand Fifteen Only) shall be deposited as Earnest Money Deposit along with the tender. However, in case of non-submission of Earnest Money Deposit along with Technical Bid, the offer is liable to be rejected.

EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (ii) EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

Mode of Deposit:-The EMD may be accepted only in the following forms:-

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque / Pay order / demand draft, in favour of BHEL (along with offer)
- (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

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- 1) Earnest Money will be refunded to unsuccessful Tour & Taxi Operators/Travel Agencies after acceptance of award of work by the successful tenderers.
- 2) Earnest Money Deposit shall not carry any interest.

33. **Security Deposit**

- 1) The total amount of Security Deposit will be 3% of the contract value.
- 2) The Security Deposit as mentioned at para 8.22 of Works Policy, will be deposited in any one of the following forms:
 - i) Electronic Mode in favour of BHEL.
 - ii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
 - iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have approval of BHEL.
 - iv) 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.
 - v) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases 50% of the Security Deposit should be deposited before the start of the work and the balance 50% may be recovered from the running bills.
 - vi) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
 - vii) Security Deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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 documents or in any other matter connected therewith.

34. Security Deposit shall not carry any interest.
35. The successful tenderers shall produce Registration Certificate, Taxi Permit, Insurance coverage, Fitness Certificate etc. of the vehicle in original in respect of the vehicles under contract to get the veracity of the submitted copies authenticated prior to award of contract and subsequently on a monthly basis with the bills to ascertain its continuance.
36. **PRICE VARIATION:** In case of any change in the cost of Fuel, the hiring rate shall increase/ decrease proportionately for every one Rupee or part thereof per litre increase/ decrease in the cost of fuel subject to documentary evidence. The change will be as per following rates:-

Type of Vehicle	PVC per km for every one rupees increase /decrease
AC Sedan Car (Fuel – CNG, engine capacity 1190 CC & more) or equivalent engine capacity model.	05 paisa

PVC is applicable on the Fixed rates, that is on fixed amount of assured run. No increase will be admissible on any other account.

37. The contract will be for a maximum period of 04 years from the date of deployment of vehicles. However, BHEL may extend period of contract further as per Works Policy 2016 on same terms and conditions of depending upon the performance and satisfactory services rendered Suitable PVC in respect of CNG prices will be incorporated in the contract.
38. BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.



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39. BHEL reserves the right for reduction in number of vehicles in the contract at its discretion at any point of time without assigning any reason thereof.
40. **Payment terms:** - Monthly bills will be made on the actual km running on GPRS enabled GPS data basis for all vehicles. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by HR-TSX and forwarded to Finance Department for releasing payment to the party. Payment to contractor is generally made within 60 days.
41. The total hiring charges payable will be rounded off to the nearest full rupee value. Income Tax / GST shall be deducted at source as applicable under relevant Act / Law.
42. **GST Clause:-**
1. Whenever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
 2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/ SGST/ UTGST) and GSTIN shall be clearly mentioned by the Bidder.
 3. GST portion of the invoice shall be released only upon: -
 - a) All invoices raised by contractor/ vendors must be GST compliant Tax invoices as per GST invoice rules.
 - b) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by Government
 - c) Receipt of goods/ services and Tax invoice by BHEL and
 - d) Confirmation of payment of GST thereon by contractor on GSTN portal
 - e) Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - f) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
 4. In case GST credit is delayed/ denied to BHEL due to **non / delayed receipt of services/ goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.
5. **Reverse Charge under GST**
- A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
 - B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

6. Liquidated Damage/ penalty

Liquidated damage (LD) or Penalty if chargeable from suppliers/ contractors as per NIT, applicable GST will be charged in addition to the same.

43. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

44. ARBITRATION CLAUSE**ARBITRATION & CONCILIATION**

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 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 of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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 --
----- (the place from which the contract is issued)

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 ----- (Pl incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence of any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with public sector enterprise (PSE) or a Government Department, shall be applicable:

In the event of any dispute or difference relating the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of public Enterprises. The arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and justice, Government of India. Upon such references the dispute shall be decided by the Law Secretary or the Special Secretary or Additional secretary when so authorized by the law secretary, whose decision shall

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bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

45. SETTLEMENT OF DISPUTES

- a) Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final to the parties hereto.
- b) Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c) However, the Bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

In the case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bhopal shall only have jurisdiction.

46. COMPENSATION IN CASE OF DEATH OR PERMANENT INCAPACITATION

BHEL shall recover the amount of Compensation to be paid to victim(s) by BHEL towards loss of life in case of death or permanent disability/ incapacitation of person due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. (as per BHEL corporate circular no – 016/WLX/2018, Dt: 10.09.2018)

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
 - ii. In the event of other permanent disability : Rs. 7,00,000/- (Rs. Seven Lakh)
- d) Permanent disability is classified as a permanent total disablement under the provision to section 2(l) of the employee's compensation act 1923.