



Tender Enquiry No. : BP/HR- TSX/RF/E- 081

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

Lease basis for hiring A/C Honda Amaze Car (Diesel) or equivalent model

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) If bidder's is a partnership firm, the partnership should be in existence for the past minimum one year 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.
- d) Transport Contractors should have experience of minimum continuous one-year period in last seven-year period i.e. 01.01.2015 to 31.12.2021 of running at least two 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.
- e) All the Annexures of NIT shall be signed by the bidders.
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.
- f) Lease providers 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.
- g) Transport Contractors should have minimum two 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 01.01.2017 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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- h) Transport Contractors should have PAN for deduction of TDS as per Income Tax Act.
- i) TDS Deductions at source (TDS) "As per extant provisions of TDS under both Income Tax Act and GST act law will be deducted from contractor/supplier bills".
- j) Transport Contractors should have/applied for GST Number / GST Code for remittance of GST under the GST Act.
- k) A copy of Profit & Loss, Balance Sheet of Financial Years i.e. 18-19, 19-20 and 20-21 certified by Chartered Accountant is to be enclosed along with tender documents.
- l) "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".
- m) Average Annual Financial turnover of the firm for last 3 Financial years up to 31st March 2021 should be at least Rs.8.85 Lakhs/-. Bidders to submit relevant documents like:

i) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

ii) In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.

Special Terms & condition

1. Experienced and resourceful operating lease providers (with complete maintenance and comprehensive insurance) are invited to participate in the tender. The Fuel shall be provided by BHEL. The vehicle be provided with Registration Number on "White Number Plate", conforming to the Rules & Regulations of respective Transport Authorities. The vehicles so provided by the successful bidder on operating lease basis to BHEL, should not be sub-leased to any third party.
2. **Requirement:** brand new (show room) duly registered in their own name / firm / partner's name only (Diesel) shall be deployed in BHEL Bhopal, on operating lease basis for a period of 60 months. Vehicles colour shall be indicated by BHEL at the time of placement of order/or entering into Lease Agreement. The vehicles will be required to be equipped with the genuine accessories as are fitted/provided by the OEMs, if the same are not provided/ equipped by the Vehicle manufacturers like extra wheel, Standard tool kit, seat cover, side mirror glass, steel guard, foot safety guard etc.
3. **Documentation:** Registration Certificate, Comprehensive Insurance and other relevant documents required for running the vehicles. The "White Plate Registration Number", conforming to the specified norms of the respective Transport Authorities, shall be provided by the successful Service Provider.
4. The lease providers shall submit Service Agreement, RC, Invoice for purchase of the vehicles, Lease Rental Payment Schedule duly signed by the Vendor and BHEL, Book Value charts for the vehicles, considering Residual Value at the end of the 5 years lease period. Release of rentals

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shall commence only after delivery of the vehicles with permanent registration number and all documents required driving the vehicle on road.

5. **Fuel:** These vehicles shall be maintained in good running condition by lease providers. The fuel shall be provided by BHEL.

Driver: - The driver shall be provided by BHEL.

6. **Delivery:** Successful Lease Provider shall ensure delivery of the vehicles within One month from the date of receipt of Work Order.

7. **Break-down Services:** In case the vehicle is immobilized on road due to malfunction/accident, the Lease Provider shall arrange at the earliest for its service/repair as the case may be so that it does not cause any inconvenience to its user.

8. **Repair and Maintenance:** All running repairs and maintenance (other than major accident) will be rectified immediately by the Lease Provider at the sole risk, responsibility and cost of the Lease Provider. Regarding major accident(s), it will be repaired by the Lease Provider in vehicles manufacturer's authorized workshop at the cost and risk of the Lease Provider, subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Vendor and BHEL will have no liability in this regard. However, BHEL shall provide all necessary documentation as the beneficiary of the Insurance Policy.

9. **Lease rentals:** Lease rentals will remain fixed during the entire lease period for each vehicle, except for changes in the statutory taxes and levies.

10. Other essential conditions will be as under:

- i) Replacement of tyres, tubes and battery, as and when required during the entire lease period of 5 years.

11. **Agreement tenure & Contract period:** The Agreement for hiring the vehicles on operating lease basis from the successful vendor will be valid for a period of 60 months from the date of award.

12. BHEL reserve right to accept/reject any/all offer(s) without assigning reason to bidders.

13. In case, rate happens to be identical, the evaluation criteria will be on the basis of the following: -
"In case of course of evaluation, if more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

- 14) Total Number of vehicles will be deployed by single party only.

However, BHEL reserves the right to change the above distribution, if condition so warrant.

- i) 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.

15. The vehicle will be utilised by BHEL, Bhopal for plying in Township/adjoining areas generally within the municipal limits of Bhopal and outside also.



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16. General Terms & conditions

01. The Lease provider 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 and Pollution Certificate etc.
 - ii) Each car must possess central cushion based armrest on the back seat with matching seat/towel cover.
 - iii) Cars shall be purchase with fully company loaded (all power window), company features. Features which are not covered in fully loaded version shall be installed additionally on local basis.
 - iv) All the deployed cars should be provided with deluxe seats. The back rest should be covered with white cover and the bottom with white towels.
 - v) The cars should be provided with company fitted CD player, Clock, Foot matting and reverse horn.
 - vi) Perfumes spray should be provided inside the vehicle.
 - vii) A First Aid box and a complaint register should be kept in the vehicle.
 - viii) Cars 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.
 - ix) 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.
02. The name of tenderer with full official address and Post Paid Mobile/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.
03. Belated and revised offers after opening of the Technical Bid will not be considered, BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
04. If a tenderer withdraws his offer after submission of the tender or after Award of Work fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
05. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
06. BHEL Bhopal reserves the rights to have parallel contract with any number of Lease Providers.
07. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of opening of the Technical Bid. The rates quoted should be firm for a period of five years from the date of acceptance of the tender.
08. If the Lease provider fail to provide its service or done any breach of contract, then BHEL has right to take action under the Guideline of suspension business dealing for Hold & Banning.
17. 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



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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.

18. **Earnest Money Deposit-** A sum of Rs.59,000/-(Rupees Fifty-Nine Thousand 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).

19. Earnest Money Deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderers. Earnest Money Deposit of the successful bidders shall be converted and adjusted against the Security Deposit as part payment of work order. Earnest Money Deposit shall not carry any interest.

20. 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.

21. Security Deposit shall not carry any interest.

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22. **Timely submission of Performance Security for execution of the contract: -**
"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest "
23. The Lease providers 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.
24. The contract will be for a maximum period of 05 years from the date of deployment of vehicles.
25. **COMMERCIAL TERMS & CONDITIONS**
- 1 **Payment Terms:** BHEL to pay monthly lease rental (GST Extra). However, no interest shall be payable on account of delay in making the payments.
In case MSME- payment within 45 days and in case of others –60 days payment from the date of submission of Bill. Penalty to be viewed wrt to this.
2. **In case MSME-** Exemption from EMD & tender fee.
3. **Insurance:** BHEL will have no liability on insurance related claims on account of damage to the vehicles during use subject to insurance claim being admissible by the insurer as per IRDA norms.
4. **Liabilities:** Liability that may arise on account of certain events/conditions on Lease Provider:
- a. **BHEL Liability on Theft or Total Loss of vehicle:** In the event a vehicle is stolen or damaged beyond repair, its replacement with suitable vehicle of the same Make/Model is to be provided by the Lease Provider within 07 days.
In case of delayed response for more than 07 days, BHEL reserves right to impose a penalty of Rs.500/- per day or part thereof excluding the response time.
- b. BHEL shall not be responsible for any claim related to Insurance or third party claims. All the claim related to vehicles will be settled & paid by Lease provider either by himself or through their insurer (Insurance company). There shall not be any kind of Liability on BHEL regarding any claim.
5. **Foreclosure / Termination:** Due to non-satisfactory performance, BHEL reserves the right to short close/terminate the Lease any time prior to the expiry of lease period at its sole discretion.
- BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.
- a. **Activities on Expiry / Termination / Cessation of lease period:** The Lease Provider shall, at least two months before the scheduled expiry of the lease period, inform the BHEL Bhopal about the expiry of the lease period. Immediately after the expiry / termination / cessation of the lease period, BHEL shall return to Vendor the following:

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- 5.1.1 Delivery: The vehicle at the place where it was originally delivered in good order and condition, except for normal wear and tear. Upon termination of the contract for a vehicle, it shall be the responsibility of the Vendor to repossess physical delivery of that particular vehicle from the place where it was delivered.
 - 5.1.2 Documents: Relevant documents with respect to the vehicle, including registration certificate in original and the original insurance policy.
 - 5.1.3 Keys & Accessories: Keys (Set of 2 Keys) of the vehicle and accessories fitted as original equipment on the vehicle.
 - 5.1.4 Payments: BHEL shall stop paying lease rentals for that particular vehicle from the date of termination of the contract.
5. **Firm Lease rentals:** Lease rentals will remain fixed during the entire lease period for each vehicle except for statutory variations in taxes.
6. **Validity of offer:** The Bids offered shall be valid for a period of 90 days from the date of opening of the Technical Bid.
26. **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.

27. Force Majeure clause: - Force Majeure Notwithstanding anything contained in the contract, neither BHEL nor the contractor shall be held responsible for total or partial non-execution of any of the contractual obligations should the obligation become unreasonably onerous or impossible due to occurrence of a ' Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor ; Such events include war, military operations of any nature , blockages, revolutions, riots, civil commotions, insurgency, sabotage, act of public enemy , fire explosion, epidemics, quarantine restriction, floods, earthquake, or act of the God, restriction by Govt. authorities; over which the BHEL or the contractor has no control . The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of Force Majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

28. Liquidated Damage

Liquidated damage (LD) is applicable on the Lease Providers in case of default or Breach done by Lease Providers. BHEL reserve right to recover Liquidated Damaged separately from the Lease Providers apart from penalty clause. Lease Providers shall abide the condition of LD clause.

29. Penalty

- (i) In the event of any delay in delivery of the vehicles a penalty @ 0.5 % per week or part thereof subject to a maximum of 10% of the total lease rent for entire lease period for the vehicles, the delivery of which is delayed, shall be levied by the Lessee for each vehicles not delivered in time as per Delivery schedule.
- (ii) In case of delayed response for more than 24 Hours from the reporting of the incident of immobilized/breakdown of leased vehicle on road due to malfunction/accident or any other reason, BHEL reserves right to impose a penalty of Rs 500/- per day. BHEL decision on this regard shall be final and binding.

30. Risk & Cost option

"If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL".

31. MODEL 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.

Conciliation proceeding shall be govern by BHEL CONCILIATION SCHEME, 2018 and it is binding on both the parties.

32. 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 Bhopal (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 32 above, the Courts at Bhopal 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 be 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

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

33. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

34. JURISDICTION OF COURT

Courts at Bhopal shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

35. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.