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VOLUME – II

SCOPE AND SPECIAL TERMS & CONDITIONS OF CONTRACT

HIRING OF CHAUFFEUR DRIVEN 5 SEATER, COMMERCIAL SEDAN CAR FOR PSER HQ IN KOLKATA



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

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SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

SL NO.	DESCRIPTION																								
1.0	Scope of Work :-																								
1.1	The successful bidder will be required to deploy chauffeur driven 5 seater Sedan AC car on monthly hire basis for commercial use as per specification mentioned at clause no. 1.2 below :-																								
1.2	<table><tr><th colspan="3">Technical Specification of Car</th></tr><tr><th>S.N.</th><th>DESCRIPTION</th><th>MINIMUM REQUIREMENT</th></tr><tr><td>i</td><td>YEAR OF MANUFACTURE</td><td>2019 OR AFTER</td></tr><tr><td>ii</td><td>MAKE/MODEL</td><td>SEDAN CAR OF MARUTI/TATA/HUNDAI/HONDA/ TOYOTA/SKODA etc. or its equivalent.</td></tr><tr><td>iii</td><td>SEATING CAPACITY</td><td>5 (4+1)</td></tr><tr><td>iv</td><td>ENGINE TYPE</td><td>PETROL</td></tr><tr><td>v</td><td>ENGINE CAPACITY (CC)</td><td>1120 (Minimum)</td></tr><tr><td>vi</td><td>EMISSION STANDARD</td><td>BS-IV & Above</td></tr></table>	Technical Specification of Car			S.N.	DESCRIPTION	MINIMUM REQUIREMENT	i	YEAR OF MANUFACTURE	2019 OR AFTER	ii	MAKE/MODEL	SEDAN CAR OF MARUTI/TATA/HUNDAI/HONDA/ TOYOTA/SKODA etc. or its equivalent.	iii	SEATING CAPACITY	5 (4+1)	iv	ENGINE TYPE	PETROL	v	ENGINE CAPACITY (CC)	1120 (Minimum)	vi	EMISSION STANDARD	BS-IV & Above
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1.3	All cars are must be in road worthy conditions.																								
1.4	All the cars are must be with commercial registration & permit (at least state permit), valid insurance certificate and valid pollution certificate.																								
1.5	The car must be registered in the name of successful Bidder or should have power of attorney from the owner for such deployment or bilateral agreement between Bidder and Car Owner. Successful bidder must produce valid vehicle registration certificate & relevant documents before start of work.																								
1.6	Measurement of the job & Working Time :-																								
1.6.1	The following methods of measuring the job carried out by the Bidder will be adopted :																								
1.6.2	Extra hours/Overtime shall mean extra work beyond 10 hours.																								
1.6.3	On Sundays / Holidays, performing of actual total duty as certified by BHEL would be treated as full day.																								
1.6.4	Holiday / Leave for Car: <u>Leave will be allowed on any two days during the month subject to two days' prior notice and consent of officer in charge for the purpose of routine maintenance of the car. Due to exigencies, if cars are required on the day of allowed leave, the vendor will be required to provide substitute car for BHEL.</u>																								
1.6.5	Even if no holiday is availed by the Bidder, no compensation shall be given in lieu of such working on holidays/off days.																								
1.6.6	BHEL shall allow actual running to and fro from garage to place of duty limited to 20 KMs per day for normal duty. In case of exigency/exceptional case, to be certified by BHEL official it may be extend to actual as deemed fit.																								
1.6.7	Day means calendar day and Month means Calendar Month.																								
1.6.8	The cars on monthly hiring basis will be required for continuous 10 hours duty per day, except weekly off & holidays. Duty hours for cars on weekly off & holidays will depend on actual requirement. In case of emergency & contingent requirement, the vehicle may be required to be deployed for round the clock.																								
1.6.9	Working time for the cars shall be intimated by the Officer In-charge of HR Department. Normally the working hours shall start at 09-00 Hrs.																								
1.6.10	In case the reporting time of the cars is informed specifically other than normal reporting time, such time of reporting shall be reckoned for calculation of 10 hours on the that day.																								

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1.7	Reporting Place :
1.7.1	Reporting place shall normally be BHEL Bhavan, DJ-9/1, Sector-II, Salt Lake, Kolkata – 700091. In case of change of reporting place on any day shall be intimated to the Bidder or Chauffeur telephonically in advance.
1.7.2	In case of breakdown of cars at any point of time during the contractual period, replacement of same is to be made immediately within Four hours by the Bidder without fail.
2.0	Duration of Contract :-
2.1	The Time Period of contract shall be 02 (Two) years/24 (Twenty-four) months from actual date of commencement of work.
2.2	Successful bidder shall start the work as per instruction from concerned BHEL official of HR dept. after placement of LOI.
2.3	BHEL reserves the right to extend the contract beyond two years, if need arises, on mutual agreement on the same rate, terms and conditions.
2.4	Extension of contract cannot be claimed as a matter of right by the Bidder and the decision of BHEL shall be final and binding on the Bidder in this regard.
3.0	Payment of the Successful Bidder:
3.1	Payment to be made to be Bidder on the basis of work carried out.
3.2	Payment of overtime will be made for extra hours beyond 10 hours of duty in a day.
3.4	There will no extra payment for the outstation trips, if any, including lodging and food of chauffeur.
3.5	The parking charges, toll tax, barrier tax, state border entry tax etc. during BHEL's duty will reimbursed by BHEL against documentary evidence/receipts.
3.6	In case there is any change in the cost of Fuel, the reimbursement of fuel will be made as per actual cost of fuel subject to documentary evidence. No other increase will be admissible on any other ground.
3.7	Payment to the Bidder will be made within 30 working days from the receipt of complete GST complaint invoice. The Bidder shall submit the bills on monthly basis, which will be duly verified, checked and forwarded to Finance and Accounts department for releasing payment. All payments will be made by RTGS/NEFT only.
3.8	Hiring charges of Car will be inclusive of all charges like Car Taxes, Comprehensive Insurance, payment to driver, car maintenance, overhead etc. but will not include GST, Parking fees, Toll Taxes, Overtime and Fuel charges. The fuel charges will be reimbursed based on fuel efficiency.
3.9	Reimbursement of cost of fuel, BHEL shall be made reckoning the fuel efficiency of the car as 12 Kilometer per liter.
3.10	Log book shall be only measurement book for arriving the total run in Kilometer.
3.11	The total hiring charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source as applicable under relevant Act / Law.
3.12	GST as shown in Tax invoice shall be release subject to fulfillment of following conditions: - i) Tenderer declaring GST Invoice in his GSTR-1 ii) Confirmation of payment of GST thereon by Tenderer on GSTN Portal iii) Confirmation of full GST Credit to BHEL Above is subject to receipt of goods / service and tax invoice thereof along with Tenderer declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL
4.0	Taxes & Duties:
4.1	All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall

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	have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
4.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
4.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
4.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
4.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
4.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
4.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
4.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
4.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
4.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
4.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
4.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
4.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
4.7.5	You shall comply with all statutory amendment/notifications in this respect.
4.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
4.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
4.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
4.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules

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	referred there under.
4.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
4.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of 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 successful bidder along with interest levied/ leviable on BHEL, as the case may be.
4.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
4.15	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
4.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
4.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
5.0	Contractual obligation of the Bidder :-
5.1	BHEL will give instructions to the Bidder or his authorized representative only. BHEL will have nothing to do or be concerned with the employment of employees working for the Bidder. The relationship between BHEL and the Bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer –employee relationship.
6.0	Quantity of Car :-
6.1	Three nos. (03) cars, are required to be deployed immediately on commencement of the contract as per car specification mentioned in Clause no. 1.2.
7.0	Quantity Variation :-
7.1	The quantity of car mentioned against the Quantity per month of Price Schedule and clause no. 6.1, may not be same throughout the contract period. The quantity may increase/decrease by a maximum number of 2 car, if require by BHEL and may decrease at any time as per requirement of BHEL during the tenure of the contract.
7.2	The quoted rates shall remain firm for the entire period of contract including extension (if any) and for quantity variation of the tendered quantity of individual items.
7.3	The monthly overtime mentioned in price bid format is 60 hours per month per car, however actual overtime may be considered for payment.
8.0	Special Terms and Conditions :-
8.1	Towards selection, control and supervision of employees:
8.2	Bidder shall decide the number of employees to be deployed for execution of the work awarded to him

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	and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
8.3	Bidder shall supervise the work allotted to him and to be carried out by their employees/Drivers.
8.4	Bidder to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. The Bidder shall arrange to obtain police verification of each of chauffeur deployed if situation demands.
8.5	The Bidder should deploy the cars with chauffeurs who is aware of the driving etiquette and shall comply the same during the entire contract period.
8.6	Chauffeur provided for such car(s) shall maintain logbook (which will be provided by BHEL) for recording relevant journey details and must be holding professional valid driving license for commercial cars with sufficient experience, minor repair of cars and attend to break downs and have adequate knowledge of reading, writing and speaking Bengali and Hindi and/or English. The chauffeurs should be well conversant with the roads and streets of Kolkata and other surrounding areas. He must have experience in driving on highways. Required tool box must be provided with each car by the Bidder.
8.7	Bidder shall undertake the following that the deployed chauffeurs should have minimum three years of experience to drive similar types of vehicles with valid driving license. Bidder must submit an undertaking regarding the same during submission of bid.
8.8	Bidder to ensure the chauffeurs should keep the car neat and clean daily / timely before reporting for the duty.
8.9	Bidder to ensure the chauffeurs should allow the passengers to get inside the car and later on he should enter into car.
8.10	Bidder to ensure the chauffeurs himself should open and close the doors for the passengers / customers while getting into and getting out of the car.
8.11	Bidder to ensure the chauffeurs shall not smoke/be drunken/chewing of tobacco products while on duty.
8.12	Bidder to maintain appropriate records of these employees deployed to carry out the job(s).
8.13	Bidder to provide employment card/identity card with photographs duly verified and attested by the Bidder to his employees. Bidder to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
8.14	Bidder shall provide mobile phone to the employees/chauffeur deployed by him for operation of car.
8.15	Frequent change of chauffeur/driver are not allowed without prior concern of Officer-in-charge of BHEL.
8.16	Bidder will be responsible for the conduct of his employees. In case of any misconduct/misbehavior by any employee, the Bidder will replace such employee(s) immediately.
8.17	Bidder will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Bidder shall lie exclusively with the Bidder.
8.18	The Bidder shall be responsible for enforcing all safety regulations as applicable under motor car act.
8.19	The Bidder to ensure that all precautions are taken for safety of his employees and equipment.
8.20	In the event of termination of contract for any reason, whatsoever, the Bidder shall withdraw all his employees form the establishment of BHEL. In case Bidder decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
8.21	The Bidder shall maintain sufficient funds with the chauffeurs to meet any emergency requirement on account of fuel, parking fees, emergency repair/maintenance etc.
8.22	PVC, Over Run Charges, Advance etc. shall not be payable for this contract.
8.23	COVID & any other safety rules and precautionary measures must be followed as per notifications issued

	by State and/or Central Govt. from time to time.
9.0	Legal obligation of the Bidder :-
9.1	All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, payment of Gratuity Act, 1972, ESI Act, 1948, Contract Labour (R & A), Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act, Motor Car Act, 1988 and all other applicable Acts shall be complied by the Bidder.
9.2	Bidder shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
9.3	Bidder shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Bidder shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
9.4	The Bidder shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
9.5	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.
9.6	Clearance form 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 does not take any responsibility in this regard.
9.7	The Bidder will ensure that all cars deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the cars while engaged in discharge of the Bidder's obligations under this contract.
9.8	Bidder to obtain insurance cover for his employees/ equipment/tools and tackles etc. and take risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
10.0	Towards Supply of cars and log books :-
10.1	Well maintained and road worthy car will only be taken in the service of BHEL. The supplied cars will be inspected by in charge concerned or other person authorized and if the car are not found in road worthy condition, the same will have to be made properly maintained within reasonable time.
10.2	The car will be utilized by BHEL/PSER/Kolkata for plying normally in Kolkata and adjoining areas in the state of West Bengal etc.
10.3	The car should be furnished with following items.
10.4	The relevant documents like Valid R.C Book, Driving License, Permit, Insurance Certificate and Pollution Certificate etc.
10.5	The car should be provided with foot matting.
10.6	The car should be provided with BHEL Board displayed in the front.
10.7	A First Aid box should be kept in the car.
10.8	The car should be provided with additional/emergency accessories like (i) Spare Wheel, (ii) Standard tool kit, (iii) Portable Fire Extinguisher, (iv) Torch, (v) Seat Belts etc. to attend emergency repairs.
10.9	Mileage Meter (KM Indicator Meter) reading should be in proper working condition and duly covered. If KM Indicator of any car is found tampered at any point of time, BHEL reserves the right to reject the party without any notice.
10.10	Bidder should provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary Bidder may take insurance policy of his men, car, equipment and tools and tackles. Log book should be maintained with car by the Chauffeur reflecting journey undertaken daily which will

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	invariably get filled up by the user himself in all cases affixing his signature and the same duly certified by the person(s) deputed for this work. The daily trip / run details for billing shall be prepared on the basis of this.
10.11	Chauffeurs must report to duty in formal neat and clean dress.
10.12	In case of Accident: In case of any accident involving the car provided to BHEL, all liabilities whatsoever on account of any loss or damage to any person or property is incurred, the same shall be borne solely by the Bidder himself and BHEL in no circumstance shall be held responsible for same.
11.0	Penalty :-
11.1	A penalty of Rs.1000/- (Rupees One Thousand only) per day shall be deducted from the bill in case of absence of car, non-reporting/delayed reporting of driver on duty, refusal of duty by the driver excluding off days allowed in a month and subject to force majeure like fire, accident, strike, any public unrest, any other act of God etc.
11.2	After resuming duty, if a contractor does not ply the car for the rest of day or remain absent, an amount of Rs.1000/- (Rupees One Thousand only) shall be imposed for that day/each such days.
11.3	A penalty of Rs.200/- (Rupees Two Hundreds only) plus actual amount shall be deducted from the bill in case of refusal to pay toll tax/parking fees by the driver.
11.4	A penalty of Rs.50/- (Rupees Fifty only) per day per item will be deduct from the billed amount, if the items stated in Clause no. 10.8 is not placed/absence in the car.
11.5	A penalty of Rs.50/- (Rupees Fifty only) per day will deducted from the billed amount, if the chauffeur performs duty without formal dress as mentioned in clause no. 10.11.
11.6	A penalty of Rs.10/- (Rupees Ten only) per day if chauffeur performs duty without Shoes.
11.7	In the event of any breakdown, alternative arrangement of same model or latest model of car should be made available by vendor within 04 hours/as early as possible at his own cost failing which action as clause 11.2 shall be applicable.
11.8	While on duty, if the chauffeur of the hired car is found to be indulging in any case of disobedience, misbehavior, malpractice, fraud or any act of misdemeanor, a penalty amounting to Rs.1000/- (Rupees one thousand only) will be imposed on the concerned contractor. A repeated act of indiscipline is punishable by stopping the services with any notice or termination of the contract and other consequence depending upon the gravity of the case.
11.9	A penalty of Rs.500/- (Rupees Five Hundred only) shall be levied and deducted from the running bills if the chauffeur of the contractor does not follow any motor car safety rules over & above the penalty stated below. For Any type of penalty levied by Govt. and local administration for violating any type of motor safety rules, the vendor must pay the penalty amount to the authorized bodies at his own cost as solicited by concerned authorities.
11.10	A penalty of Rs.1000/- (Rupees One Thousand only) shall be levied and deducted from the running bills if the chauffeur is violating Clause no. 8.11 i.e. smoke/drunken/chewing of tobacco products while on duty.
11.11	A penalty of Rs.50/- (Rupees Fifty only) shall be levied and deducted from the running bills if the car is not neat and clean daily/timely before reporting duty in line with Clause no. 8.8 above.
11.12	Bidder shall be responsible to compensate for all damages, breakages etc., car preventive & routine maintenance, forced repair work for unforeseen reasons, insufficient fuel during duty hours or any other related breach of scope of work. In case of such failure(s), as mentioned above by the Bidder or its representative(s), BHEL will make good such breach of scope of work by levelling a penalty equivalent to 30% (Thirty Percent) in excess to the actual expenditure incurred by BHEL to compensate or repair such failures.
11.13	In case of any other violation of scope, for which penalty clause is not included within Clause No. 11.1 to 11.11, a penalty of Rs.500/- (Rupees Five Hundred only) for that day/each such days shall be levied and

	deducted from the running bills.
11.14	The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the vendor.
12.0	RIGHTS OF BHEL :
	BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation :-
12.1	In case the Bidder does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
12.2	The contract may be terminated at any time without paying compensation whatsoever to the contact in case of misbehavior, disobedience, dishonesty, insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of the contract.
12.3	BHEL Reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.
12.4	BHEL Reserves the right to check the Mileage Meter (KM Indicator Meter) and may get it calibrated.
12.5	BHEL Reserves the right to ask for Replacement of Car.
12.6	To recover any money due from the contractor on any account due to the contractor, under this contract or any other contract or from Security Deposit.
12.7	To effect recovery of any amount due from the contractor under this or any other contract etc. or in any other form, the sum money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.
12.8	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.