

AGREEMENT

This Agreement for Dry lease of Electric Cars (hereinafter referred to as “Agreement”) is made and executed on _____ this day of 2021 at Hyderabad by and between M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 and having inter-alia Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 (hereinafter called “the Company”) acting through its authorized official which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of one part

AND _____ (hereafter called the contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of second part.

WHEREAS M/s Bharat Heavy Electricals Limited has invited Tender for hiring of one no of Electric Vehicle (EV) without driver for 12 months duration on 24 x 7 basis for an average run of 2000 km/month for exclusive usage of BHEL R&D official purpose, thereafter, placed Work Order upon successful bidder vide **LO No.** _____ (hereinafter called “Contract”).

WHEREAS the Contractor has agreed to provide one no. of Electric Vehicle (EV) without driver for 12 months duration on 24 x 7 basis as per specifications with terms and conditions contained in NIT at Bharat Heavy Electricals Limited, Corporate Research and Development Division, Hyderabad-93 situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule and specification attached herewith on _____ “Contractor”) and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of _____ (Rupees _____; i.e. 5% of the agreement value _____ paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of BHEL General Conditions of contract maintained in the Engineer/Manager’s office and is bound by all the standard specifications for work described by a standard specifications numbers in “Technical bid” and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Technical bid and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown in the said specifications and set forth in Technical bid as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the “Technical bid” as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the date on which the agreement is signed or the effective date of award of work.
2. The Contractor shall provide the Electric Vehicle (EV) on dry lease basis for the exclusive use of the Company for the period of contract from date of execution of agreement to _____ or until this contract is determined by such notice as hereinafter mentioned on the rate accepted as described as schedule to this agreement.
3. The Contractor shall comply with all terms and conditions of Work Order No. _____ dated _____, NIT which are part and parcel of this agreement and forms an integral part of this agreement.
4. The Contractor shall provide the electric vehicle registered for commercial purpose only and duty, taxes,

insurance etc, due for such vehicle shall be liability of the Contractor.

5. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
6. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
7. That the expenses of completing and stamping the agreement shall be paid by the contractor.
8. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.
9. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
10. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicle provided by the Contractor, the Company will not be liable for any loss, damage etc. suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
11. The Contractor shall have to comply with the relevant statutory laws and rules issued from time to time in respect of leased Electric Vehicle and pay due taxes to the concerned government agencies. Operation of leased Electric Vehicle shall be governed by Motor Vehicles Act 1988 read with Motor Vehicle Rules thereunder and these shall be the responsibility of the Contractor.
12. Except as provided else 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 any terms contained herein; or the respective rights and liabilities of the parties ; or , in relation to interpretation of any terms relating to this Contract ,then either party may, by a notice to other party refer such dispute or difference to the arbitration by sole arbitrator to be appointed by the Head of the Division-BHEL R&D Hyderabad. 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 or enactments thereof and the rules made thereunder and for the time being in shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Hyderabad, or the place decided by the Arbitrator. The cost of arbitration shall be borne as per the award of the Arbitrator.
13. Subject to the arbitration in terms of clause above, the courts at Medchal-Malkajgiri/Hyderabad shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.
14. Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions.

Signature of Contractor

DATE :

For and on behalf of, BHEL

SEAL:

ACCEPTING OFFICER

WITNESSES: 1.
: 2.