

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

Rate contract for Hiring Vehicles on Contingency Requirement.

Special terms and conditions

- 1) The contractor shall give quotations for the following categories of vehicles:

Sl. No.	Category of Vehicles	Approx. required number of vehicles per month
r1	AC Indica cars / AC Indica Vista Cars or Equivalent new model car in this category	3
r2	Non AC (Bolero, Tavera or equivalent new model vehicle in this category.)	5
r3	Semi VIP Cars (AC Indigo, Xcent, Verito, Amaze or equivalent new model car in this category	54
r4	Swift Dzire, Etios, Manza, Ford Classic or equivalent new model car in this category	8
r5	Honda City, Verna, Ciaz or equivalent new model car in this category	5
r6	AC Corolla, Camry, Skoda, Crysta or equivalent new model car in this category	3
r7	SUV -AC Innova , Xylo, Safari, Scorpio, Marazzo or equivalent new model vehicle in this category	4
r8	52 Seater Bus	2

- 2) The charges quoted in the tender shall be inclusive of all overhead charge like fuel, taxes, Comprehensive Insurance, payment to staff, vehicle maintenance, overhead etc. but does not includes GST.
- 3) All the rates should be quoted in figures and in words in "Price Bid" Annexure D. Any overwriting / Correction should be attested by the bidder. If there is any discrepancy in words and in figures, the rates quoted in words shall be taken into account.
- 4) All the offers received will be scrutinised and only the technically qualified offers will be considered.

5) Evaluation criteria of bids

The following criteria will be followed:-

- (i) L1 agency shall be decided using the following formula -  
[Rate quoted for 8 hours / 80 kms plus (extra 50 km x quoted extra running rate per km) plus (extra hours x quoted extra waiting hours)] x No. of vehicles required per month x 36 months].
- (ii) The evaluation criteria to decide the relative position of bidders shall be on the basis of above formula.  
**Bidders are required to quote for all the categories compulsorily, failing which their case will not be considered.**
- 6) In case rates happens to be identical the evaluation criteria will be on the basis of the following order:
- The parties paid higher income tax during the assessment year 2018-2019 will be given preference.
  - Experience with BHEL in the field of deployment of vehicles by way of rendering satisfactory services.
  - Experience with any other organisation in the field of deployment of vehicles.
  - Number of vehicles having registration under their name / firms' name.
- 7) If the lowest picked up rates are found to be unreasonable, BHEL reserves the right to negotiate the rates quoted by the Tour & Taxi Operators/Travel Agencies. The overall lowest picked up rates of L1 party shall be counter offered to L2 & L3 parties for acceptance.

- 8) Business volume will be distributed amongst three parties (L1, L2 & L3 and so on in ascending order as per rate quoted lowest to highest among technically qualified parties and if any party rejects counter offer by BHEL then it will be offered to next party in the order) in the ratio of 55%, 25% & 20% respectively, if the L2 and L3 and so on accept the lowest picked up price quoted by L1 or decided after negotiation. If only two parties qualify then the volume will be distributed amongst 2 parties in the ratio 60:40 if can't be distributed amongst 3 parties. 100% quantity will be awarded to single party if can't be distributed between 2 or more parties.
- 9) BHEL reserves the right to accept or reject any bid/all bids or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no Tour & Taxi Operators/Travel Agencies shall have any claim arising out of such action by BHEL.
- 10) Belated and revised offers received after opening of the technical bid will not be considered, however, BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
- 11) If any bidder fails to deploy the vehicle after issuance of the work order in his favour, BHEL may forfeit the Earnest Money so deposited by him, terminate the contract and initiate action to delist/ban future business dealings with such party.
- 12) All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Price Bid opening.
- 13) The present rate of Petrol is Rs.83.29 & Diesel is Rs.74.31, PVC will be applicable.
- 14) All entries in the tender documents should be neatly written in ink or typed. Erasing and/or overwriting is not permitted. Bidder should attest the corrections and insertions, if any, by putting his signature thereon.
- 15) The name, full address and phone number(s) of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate place in the tender documents. In case of a partnership firm, the name and addresses of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted Officer must be attached with the tender.

**Minimum Qualifying Criterion:**

1. Tour and Taxi operators, registered under MP shop & establishment act and having establishment/office at Bhopal are eligible or shall have office at Bhopal within one months from the award of contract.
2. Transport Contractors should have minimum experience of at least two years, out of which minimum one year continuous during the last seven years i.e. 01.01.2013 to 31.12.2019 in running minimum five vehicles of any of the specified types as given in Annexure-B point (1).
3. Tour and Taxi operators should have minimum five vehicles (any combination) of the specified types having taxi permit and registered in their own name or firm's name. Such vehicles of not prior to 01.01.2013 model duly registered in their own name/firm/partner's name. After receiving the Work Order from the BHEL, deployed vehicles of not prior to 01.01.2015 model duly registered in their own name / firm / partner's name only.
4. Tour and Taxi operators should have registered themselves with provident fund commissioner. However, Tour and Taxi operators who are not covered under the relevant Act should have exemption certificate to this effect.
5. Tour and Taxi operators should be able to supply vehicles ranging between 1 to 8 categories of Annexure-B point (1) of at any point of time on a short notice, failing which their contract will be terminated at the discretion of BHEL.
6. Tour and Taxi operators should have PAN No for deduction of TDS as per Income Tax Act.
7. Tour and Taxi operators should have GSTIN/GST Code and Accounting Code as per GST Code & ESI Code No.
8. A copy of Annual Accrual Years i.e. 16-17, 17-18 and 18-19 should be submitted with tender documents.

## B) General Terms and Conditions

### 1) Specifications of the job to be awarded

The successful Tour & Taxi Operators/Travel Agencies will be listed for supply of the following category of the vehicles:

Sl. No.	Category of Vehicles	Approx. required number of vehicles per month
r1	AC Indica cars / AC Indica Vista Cars or Equivalent new model car in this category	3
r2	Non AC (Bolero, Tavera or equivalent new model vehicle in this category.)	5
r3	Semi VIP Cars (AC Indigo, Xcent, Verito, Amaze or equivalent new model car in this category	54
r4	Swift Dzire, Etios, Manza, Ford Classic or equivalent new model car in this category	8
r5	Honda City, Verna, Ciaz or equivalent new model car in this category	5
r6	AC Corolla, Camry, Skoda, Crysta or equivalent new model car in this category	3
r7	SUV -AC Innova , Xylo, Safari, Scorpio, Marazzo or equivalent new model vehicle in this category	4
r8	52 Seater Bus	2

### Measurement of the job:

The following methods of measuring the job carried out by the contractor will be adopted:

- Full Day (8 Hrs. OR 80 KMs)
- Half Day (4 Hrs. OR 50 KMs)
- Extra Running (KM)
- Extra Waiting (Hour)
- Night Detention (12Mid night to 6:00 AM)
- Outstation

### 3) Payment to the Contractor

- Payment to be made to the contractor on the basis of actual work carried out.
- The outstation hiring charges will be paid for minimum 250 KMs per day. However, no other charges will be applicable except Night Detention Charge, if any. For outstation journey the rate for extra running per KM will be applicable.
- In case of AC vehicles, one local Newspaper each in Hindi & English with one bottle of Mineral Water will be provided by the Contractor. Cost of such will be shown separately in the bills and shall be reimbursed to the Contractor.
- The parking charges, toll tax, barrier tax, State border entry tax etc. during BHEL's duty will be paid extra by BHEL on actual against documentary proof.
- 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. In case of MSME- payment to contractor will be generally made within 45 days. In case of others payment to contractor will be generally made within 60 days.
- The final rates and charges will be inclusive of all charges like fuel, taxes, comprehensive Insurance, payment to staff, vehicle maintenance, overhead expenditure etc. but will not include GST. GST will be paid by BHEL to the Contractor.
- The total hiring charges payable will be rounded off to the nearest full rupee value. GST shall be deducted at source as applicable under relevant Act / Law.
- The rates finalized will be firm during the contract period. However, due to change in fuel prices, (a) Full Day (8 Hrs. OR 80 KMs), (b) Half Day (4 Hrs. OR 50 KMs) and (c) Extra Running (Per KM) shall be paid w.r.t.

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### Annexure – B

increase / decrease at the following rates per KM for every one Rupee or part thereof per litre increase/decrease in the cost of fuel subject to documentary evidence. The rate for extra waiting and night detention will remain firm and no change will be admissible on any account whatsoever.

SI No.	Category of Vehicle	Fuel	Price Variation Clause (Paisa per rupees increase/decrease per km)
(1)	(2)	(3)	(4)
1.	AC Indica cars / AC Indica Vista Cars or Equivalent new model car in this category.	Diesel	0.07
2.	Non AC (Bolero, Tavera or equivalent new model vehicle in this category.)	Diesel	0.08
3.	Semi VIP Cars (AC Indigo, Xcent, Verito, Amaze or equivalent new model car in this category)	Diesel	0.07
4.	Swift Dzire, Etios, Manza, Ford Classic or equivalent new model car in this category	Diesel	0.07
5.	Honda City, Verna, Ciaz or equivalent new model car in this category	Petrol	0.09
6.	AC Corolla, Camry, Skoda, Crysta or equivalent new model car in this category	Petrol	0.09
7.	SUV -AC Innova , Xylo, Safari, Scorpio, Marazzo or equivalent new model vehicle in this category	Diesel	0.08
8.	52 Seater Bus	Diesel	0.33

#### C) Contractual and legal obligations of the Contractor:-

##### 1) General

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

##### 2) Towards selection, control and supervision of employees

- i) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him by BHEL and he or his authorized representative(s) will be solely responsible to deploy 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.
- ii) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- iii) Contractor has to ensure that the employees deployed by him 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, police verification etc.
- iv) The Contractor should also ensure that he/she will engage the vehicles with drivers who know the following genuine ethics and will instruct them to implement the same: -
  - a) The driver should have experience of driving similar types of vehicles with proof of commercial driving license.
  - b) The driver should keep the vehicle neat and clean daily/ timely before reporting for the duty.
  - c) The driver should allow the passengers to get inside the vehicle and he should enter into vehicles later.
  - d) The driver himself should open and close the doors for all passengers/customers while boarding and alighting the vehicle.
  - e) The driver shall not smoke/be drunken while on duty.
- v) Contractor has to maintain appropriate records of his employees deployed to carry out the job(s).

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**Annexure – B**

- vi) Contractor has to provide employment card/identity card to his employees with photograph duly verified and attested by the Contractor including Police Verification of Drivers. Contractor has to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
  - vii) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehaviour by any of his employee on duty, the contractor will replace such employee(s) immediately.
  - viii) Contractor 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 contractor shall lie exclusively with the contractor.
  - ix) The contractor shall be responsible for enforcing all safety regulations as applicable under motor Vehicles Act.
  - x) The contractor has to ensure that Drivers deputed on duty by him should wear a sky blue T-shirts/Shirt and Black pants on the duty. Contractor shall provide two sets of prescribed uniform include black Shoes. The Uniform should bear logo of the firm/ company. The uniform shall be kept in neat, tidy and wearable condition. While deputing Drivers on VIP Cars, drivers must wear proper uniform and the Cap as integral part of the uniform. In case of non-compliance, penalty @ of Rs100/- on each occasion shall be imposed upon the Contractor.
  - xi) Contractor has to ensure that all precautions are taken for safety of his employees and equipments.
  - xii) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw immediately all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 3) Towards statutory liability
- i) 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, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, Motor Vehicles Act, 1988 and all other applicable Acts and as amended from time to time shall be complied with by the contractor. All statutory compliance are complied by the bidders like PF, ESI etc.
  - ii) Contractor 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.
  - iii) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Contractor 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.
  - iv) Contractor to provide PF passbook to his employees and ensure payment of PF, ESI, EDLI, pension dues under EPF & MP Act , 1952 to the RPFC.
  - v) Contractor 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.
  - vi) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
  - vii) The Contractor shall issue an employment card in Form XIV to each worker within three days of the employment of the workers under Rule 76 of Contract Labour (Regulation & Abolition) M.P. Rules, 1973. The Card shall be maintained upto date and any change in the particulars shall be promptly entered therein. A copy of the employment card in respect of workers deputed under this contract should be submitted to BHEL within 15 days of receipt of work order.

- viii) 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 Contractor at his cost. BHEL doesn't take any responsibility in this regard.
- ix) The Contractor will ensure that all vehicles 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 vehicles while engaged in discharge of the Contractor's obligations under this contract.
- x) Contractor to obtain insurance cover for his employees/equipment/tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and/or his employees.
- xi) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952,ESI and shall cover his employees under the said codes.
- 4) Towards supply of vehicles & Log Books:
  - i) Well maintained and road worthy vehicles will only be taken under the contract for providing services to BHEL. The deputed vehicles will be inspected by incharge, Car Pool, BHEL or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back. Replacement should be given within reasonable time.
  - ii) The vehicle will be utilized by Transport Services Division TSX (Car Pool) department for plying in Township/adjoining areas; within and outside the municipal limits of Bhopal. In case a vehicle travels to other destination outside Bhopal, necessary road permit etc will have to be arranged by the Contractor at his cost.
  - iii) The Vehicles should be furnished with following items.
    - a) The relevant documents like R.C Book, Driving License, Fitness Certificate, Permit and Pollution Certificate etc.
    - b) Cars should be provided with Deluxe seats. The BACK REST should be covered with White cover and the bottom with White Towels/cover.
    - c) The cars should be provided with foot matting and reverse horn.
    - d) Perfume spray should be provided inside the car.
    - e) A First Aid box and a complaint register should be kept in the vehicle.
    - f) The Cars should be provided with additional/emergency accessories like a) Fan belt, b) Stepney, c) Standard toolkit, d) spare bulb, e) fuses, f) hose pipe etc. to attend emergency repairs.
    - g) Feedback Forms.
  - iv) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, vehicles, equipments and tools and tackles.
  - v) 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 (A3 format) and the daily trip/run details for billing shall be prepared on the basis of this.
- D) Rights and obligations of BHEL
  - 1) In case the contractor 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.

- 2) In case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on the part of contractor or his employees deputed under the contract or on their failure to fulfil the terms and conditions of the contract, the contract may be terminated at any time without paying compensation whatsoever to the contractor.
- 3) BHEL reserves the right to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 4) PENALTY: A penalty of Rs.500 (Rupees five hundred only) per occasion will be levied and deducted from the running bills or from the security deposit without any prior intimation to the Contractor, in case:
  - i) If the driver of the Contractor does not follows any other Motor Vehicles Safety Rules.
  - ii) Penalty for non-deployment of demanded different types of vehicles as above.
  - iii) If the driver of the Contractor is found not carrying BHEL's PLACARD given, alongwith his vehicle, not displaying it in front of the vehicle as well as at the exit point at Airport, Railway Stations and Hotels etc. as per the instruction of the Car Pool In charge.
  - iv) The decision of the In-charge (TSX) shall be final and binding in this regard.

- 5) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

E) Duration of the Contract

The duration of the Contract shall be three years from the date of award of work. However, depending upon satisfactory performance this may be further extended subject to a maximum period of Three Months.

F) Arbitration and Governing Law

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, Bhopal. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

G) Signature of the Parties/Agreement

The contract needs to be executed on proper stamp paper of the value of Rs.500/- (Rupee Five hundred only) to be purchased by the contractor. It should be signed with seal of the firm / Company and witnesses from both the sides.

H) Earnest Money Deposit:

- 1) A sum of Rs.84,357/- (Rupees Eighty Four Thousand Three Hundred Fifty Seven only) shall be deposited as Earnest Money Deposit only in electronic mode along with the tender (Technical Bid), payable in the form of crossed Demand Draft in favour of BHEL payable at Bhopal.

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

I) Security Deposit

- 1) The total amount of Security Deposit will be 5% 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.
  - iii) 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.

5. 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.

6. Reverse Charge under GST

5A. 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.

5B. 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.





#### Liquidated Damage/ penalty

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

7. 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.

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