

**BHARAT PETROLEUM CORPORATION LIMITED
PITHAMPUR LPG PLANT,**

ANNEXURE I

**Tender for Job of Housekeeping And Service of Maintenance of
Garden/Lawns, Greenbelt & Grass Cutting at Pithampur LPG Plant**

“Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator*
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time*
- (c) The Seat of arbitration shall be at Mumbai*
- (d) The proceedings shall be conducted in English language*

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.”

“If any new tax is introduced on sale of goods/services by VENDOR to OWNER in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the new taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc (if applicable) also needs to be considered.”

“The vendor shall take steps viz uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.”

Additional points:

1. For all penal recoveries like liquidated damages, quality issues, risk purchase differential etc., please mention additionally as “plus applicable GST”
2. For obtaining HSN /SAC code and invoicing location details it can be mentioned as “Successful tenderer must submit details of HSN/SAC code along with invoicing location details immediately once the contract is awarded”