

ANNEXURE-F

GENERAL CONDITIONS OF CONTRACT

Enquiry No.	H9ASX00002
Item & Scope of Work	Manufacturing, Supply/ Delivery of Structures of AHP/LHP/GHP OF A Thermal Power Plant with BHEL Free Issue Materials
Project	2 x 660MW Maitree STPP, BIFPCL Bangladesh

1.0	APPLICATION Unless otherwise provided in the Contract Documents, these terms & conditions shall govern the works accompanying PO details & technical details, if any and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS The following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.0.1	"BHEL" shall mean Bharat Heavy Electricals Limited, a Company registered under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi
2.0.2	"BHEL Hyderabad" shall mean Heavy Power Equipment Plant (HPEP) unit of BHEL having its office at Ramachandrapuram, Hyderabad-502032
2.0.3	"Executive Director/General Manager In-charge" shall mean the officer in administrative charge of BHEL Hyderabad
2.0.4	"General Manager" shall mean the officer in administrative charge of Oil Rigs Department and reporting to Executive Director
2.0.5	"HOD" shall mean the officer in administrative charge of Maitree Subcontract Group and reporting to "Product Manager"
2.0.6	"Subcontractor" shall mean the firm (proprietor/partnership/Pvt. Ltd./Ltd.) having requisite resources/ inventory, experience and technical labor who can be engaged for providing all the fabrication & finishing works as per scope of this tender
2.0.7	The "Bidder" shall mean financially sound, experienced indigenous subcontractor who are participating in this tender. Joint Venture/Consortium or subsidiary shall not be considered.
2.0.8	The "Approved Subcontractor" shall mean the successful bidder who is awarded the part of the Contract and shall be deemed to include the Subcontractor's successors, assigns, heirs, executors, administrators.
2.0.9	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of the Work as defined in the Contract Documents.
2.0.10	The "Contract Documents" shall mean and include the terms & Conditions of Contract and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses "Contract" of these terms & Conditions and other documents that may form part(s) of the Contract Documents.
3.0	SCOPE OF CONTRACT
3.1	The scope of work of Subcontractors' includes all the fabrication & finishing works including stress relieving, grit blasting, painting etc. as mentioned in the Drawings, QP/QWI, & Job Work Order (JWO), till completion and handing over of the finished products to destination including rectification of defects, if any attributable to Subcontractor found after handing over at destination. The responsibility includes handling, movement of jobs for part processing (like Blasting, painting etc), testing like LPI/MPI/RT / UT / HT etc.
3.2	Delivery of raw material at Subcontractor's work shall be in scope of BHEL Hyderabad.
3.3	Fasteners required for Trial Assembly shall be in scope of subcontractor.

3.4	Trial assembly of Columns as per QAP (Annexure L)/instructions of BHEL shall be in scope of subcontractor. Additional payment shall be as per Clause 8.6.
3.5	All DU's below 1.6MT shall be packed in metal crates. DUs weighing more than 1.6 MT, if required by BHEL in writing, shall be packed in metal crates. The additional payment for metal crates shall be as per Clause 8.6. Raw material of metal crates shall be in scope of BHEL Hyderabad and will be delivered at subcontractor's works.
3.6	Delivery terms: FOR Chennai Port. Detailed as per SCC Clause 9.0 & 13.0.
3.7	Any other work not covered under extra Rate Schedule as per Clause but incidental to the completion of fabrication job till handing over to destination, shall be deemed to be part of the main fabrication rates.
3.8	Tools & Gauges – All the tools/gauges required for manufacturing operations for these items is in scope of subcontractor.
3.9	Inspection as per Quality plan as per SCC 6 & 11. Additional payment, if any, as per Clause 8.6.
3.10	Grit blasting & painting is in scope of subcontractor. Paint is also in scope of subcontractor. The list of approved painting supplier is as per Annexure I (Specification).
4.0	DETAILS OF ITEMS
	As per Annexure B1-B6 – RFQ.
5.0	CONTRACT AGREEMENT
5.1	The Terms & Conditions of Contract along with Schedule of Prices, Quantities & technical specifications, if any, form part of the contract agreement.
6.0	OFFER VALIDITY
6.1	The rates quoted shall be valid for placement of order for a minimum period of 90 days from the date of opening of technical bid.
6.2	TENURE OF CONTRACT
	The contract shall be valid for a period of 12 months from the date of award of the contract for execution of work.
6.3	EXTENSION OF CONTRACT
	BHEL HYDERABAD reserves the right to extend the contract for a period of twelve months on the existing rates, terms and conditions based on mutual acceptance.
7.0	BUSINESS VOLUME
7.1	Estimated quantity for each item is indicated as per Annexure B1-B6.
7.2	Estimated quantity is based on initial drawings and these quantities are only indicative in nature and may change based on various factors. BHEL does not guarantee any minimum load/quantity for any subcontractor.
8.0	CONTRACT PRICE
8.1	The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents.
8.2	The basic rate per unit (Unit of measurement defined for each category & operation) in this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or prices shall be permissible for any reason whatsoever unless otherwise specified in Clause 8.6.1. No price variation clause is applicable for this contract. No price variation shall be entertained during the validity of contract for any reason. The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.
8.3	The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes excluding applicable GST.
8.4	BASIC RATE
	Basic rate will be calculated as per Formula below: Basic Rate = Unit Rate x Quantity Unit Rate will be as per agreed Price Schedule. Quantity is as per net weight of drawing.

8.5	The rates to be quoted for respective Category items for the manufacturing as per scope of work defined at clause 3.0 of Annexure F, inclusive of transport charges for dispatch of finished goods to Destination. The rates quoted shall include all costs/incidentals to comply with the terms and conditions explained in this NIT. Indicative major components of cost are given below (not exhaustive)														
8.5.1	Handling, movement of jobs for part processing (like Blasting, painting etc), testing like MPI/LPI etc.														
8.5.2	All pre-machining operations (viz. Edge preparation/chamfering & drilling etc.)														
8.5.3	All consumables for welding as stipulated in the drawings/QWIs/welding procedures & any indirect materials required for fabrication.														
8.5.4	Fabrication charges (conversion cost).														
8.5.5	Stenciling of finished products for identification as per specification														
8.5.6	Stress relieving, if any, grit blasting & painting and including paints.														
8.5.7	Return of any balance material to our applicable Stores at BHEL Stores immediately after cutting plan approval.														
8.5.8	Rectification of raw materials such as straightening etc., if any, as applicable.														
8.5.9	Protection of machined/threaded areas to avoid physical damages while handling, transportation and storage														
8.5.10	Offering the jobs for inspection to BHEL/BHEL's customer or its authorized inspection agency														
	The above list of cost for components is not exhaustive and only indicative. Subcontractors shall consider the all the terms & conditions of contract to quote.														
8.6	ADDITIONAL PAYMENT														
8.6.1	OPERATIONS CHARGES														
	Extra works like RT, UT, Packing Metal Crates & Trial Assembly if any carried out as per drawing / QWI / PO requirement shall qualify for extra payment. These rates in line Extra Rate Schedules as per Annexure-H. Total 7 rate schedules for operations are listed as per Annexure-H.														
8.6.2	TRANSPORT CHARGES														
8.6.2.1	BHEL shall deliver the raw materials at subcontractor's works.(Refer Annexure G Clause 12).														
8.6.2.2	In case of transfer of raw material/semi-finished items from one vendor to another vendor through MIDA/MTN, the responsibility for dispatch of materials, including the cost of transportation etc. shall rest with first subcontractor on which the PO was placed.														
8.6.2.3	The return of off-cuts to concerned BHEL stores is in scope of subcontractor.														
8.6.2.4	No extra transport charges shall be allowed for multiple dispatches.														
8.6.2.5	Delivery of material at destination is in scope of subcontractor in line with Clause of SCC 9.0 & 13.0.														
8.7	SCRAP RECOVERY														
8.7.1	Scrap recovery norms are as per Clause 25.0.														
8.7.2	For all the categories of scrap recovery, quarterly floating rate published by BHEL shall be followed. Recovery shall be based on Scrap Rate as on the date of PO. Scrap recovery rate as on date are as below. <table border="1"> <thead> <tr> <th></th><th>Rs./Kg</th></tr> </thead> <tbody> <tr> <td>MS SCRAP</td><td>18.74</td></tr> <tr> <td>MS T & B SCRAP</td><td>14.25</td></tr> <tr> <td>Magnetic SS SCRAP</td><td>33.72</td></tr> <tr> <td>Magnetic SS T & B SCRAP</td><td>19.95</td></tr> <tr> <td>Non-Magnetic SS SCRAP</td><td>67.45</td></tr> <tr> <td>Non-Magnetic SS T & B SCRAP</td><td>39.90</td></tr> </tbody> </table>		Rs./Kg	MS SCRAP	18.74	MS T & B SCRAP	14.25	Magnetic SS SCRAP	33.72	Magnetic SS T & B SCRAP	19.95	Non-Magnetic SS SCRAP	67.45	Non-Magnetic SS T & B SCRAP	39.90
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9.0	SECURITY DEPOSIT/BANK GUARANTEE FOR FREE ISSUE OF BHEL'S MATERIAL														
9.1	Security Deposit/BG of the specified value for the safe custody of the materials issued by BHEL, Hyderabad is to be submitted by the Subcontractor before the release of PO. Under any circumstances, the subcontractor shall not auction any material belonging to BHEL. The subcontractor shall use the material only for execution of BHEL's POs for which the material has been issued, and for no other purpose whatsoever.														

9.2	The total amount of security deposit/BG will as below value of materials identified to be issued to the Subcontractor against Purchase Order (PO): a) BHEL free issue Material valuing upto Rs.50,000/-, Guarantee amount is not required . b) BHEL free issue Material in the segment of Rs.50, 001/- to Rs. 5 lakh, guarantee amount of 1 lakh is required. c) BHEL free issue Material valuing more than Rs. 5 Lakhs to Rs 10 Lakhs , Rs. 2 lakh guarantee amount is required to be submitted. d) BHEL free issue Material valuing above Rs. 10 lakhs, guarantee amount equivalent of 1/3 of material value exceeding 10lakhs is required over and above Rs 2 lakhs . For e.g. the value of free issue material is 13 lakhs, then BG will be 2 lakhs for 10 lakhs + 1/3 of 3lakhs
9.3	The value of materials shall be as per BHEL calculation.
9.4	Security Deposit/BG may be accepted in the following forms: i) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The bank guarantee shall be executed on a non-judicial stamp paper of specified value (as intimated by BHEL) as per BHEL's bank guarantee format attached in SECTION –IV. BHEL reserves the right to revise the Bank Guarantee format. ii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Subcontractor, a/c BHEL). (Note: 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).
9.5	Bank Guarantee shall be valid for at least one year and shall be extended till the execution of contract.
9.6	The security deposit/BG or any other payment due to contractor shall not carry any interest.
9.7	The BG required for execution of the Purchase Order (PO) should be submitted within a period of 10 days from the date of intimation/LOI to Subcontractor regarding submission of required security deposit based on indent/LOI.
9.8	Based on the financial capacity of the Subcontractor, the Subcontractor may decide to submit BG for additional value exceeding the maximum BG value required to be submitted to BHEL for placement of a particular PO. This is for enabling smooth execution. In such case, multiple POs may be linked to this BG.
9.9	If the value of material issued at any time exceeds the corresponding security deposit value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Subcontractor or recovered from payment(s) due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee/FDR in acceptable form with the approval of the Subcontract Head.
9.10	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
9.11	After completion of purchase order (PO) and submission of last bill, the Subcontractor can request BHEL for return of security deposit and the same shall be considered by BHEL.
9.12	The recoveries to be made by BHEL towards material / faulty workmanship etc., if any, for which proper accountal is not made within the stipulated time shall be settled with pending bills. If the recovery amount is more than the pending bills, the difference amount should be settled immediately by subcontractor by submitting Demand Draft(s) in favor of BHEL/Hyderabad. In case of failure of doing so, BHEL Hyderabad reserves the right to cover such recoveries against security deposit.
9.13	BHEL HYDERABAD reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favor of BHEL HYDERABAD) or in the event of termination of contract as per terms and conditions of contract. BHEL HYDERABAD reserves the right to set off these security deposit, against any claims of any other contract with BHEL.
10.0	BUSINESS DISTRIBUTION/LOAD DISTRIBUTION

10.1	Estimated business quantity for the Category I is 1047MT. Number of Subcontractors required for Category I is three.				
10.1.1	To achieve this distribution, counter offer of L1 rate will be made to other techno-commercially qualified bidders in the order of Tender priority until the required number of subcontractors accept as per BHEL requirement. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.				
10.1.2	Business distribution shall be in three subcontractor's as below:				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - I TRANSFER POINTS	1	TRANSFER POINT-2	470.00	R1
		2	TRANSFER POINT-17		
		3	TRANSFER POINT-16		
		4	TRNASFER POINT -15	382.00	R2
		5	TRANSFER POINT-14		
		6	TRANSFER POINT-18	195.00	R3
10.1.3	In case the required number of subcontractors is not achieved; then distribution will be as following:				
10.1.4	Number of subcontractors = 2				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - I TRANSFER POINTS	1	TRANSFER POINT-2	655.00	R1
		2	TRANSFER POINT-17		
		3	TRANSFER POINT-16		
		6	TRANSFER POINT-18		
		4	TRNASFER POINT -15	382.00	R2
		5	TRANSFER POINT-14		
10.1.5	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL HYDERABAD. BHEL shall provide a grace time of 4 weeks to complete the full load of 1047 MT in addition to SCC Clause 13.0.				
10.2	Estimated business quantity for the Category III is 1750 MT. Number of Subcontractors required for Category I is Four.				
10.2.1	To achieve this distribution, counter offer of L1 rate will be made to other techno-commercially qualified bidders in the order of Tender priority until the required number of subcontractors accept as per BHEL requirement. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.				
10.2.2	Number of Subcontractors = 4				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - III PIPE/BELT CONVEYORS	7	LS PIPE CONVEYOR-1 A/B	756.00	R1
		8	BA PIPE CONVEYOR-3 A/B:	500.00	R2
		9	GYPSUM PIPE CONVEYOR -2 A/B	314.00	R3
		10	LIME STONE (LS) BELT CONVEYOR-1 (LSBC-1)		
		11	GYPSUM PIPE CONVEYOR -1 A/B		
		12	BOTTOM ASH(BA) BELT CONVEYOR-1 & 2	180.00	R4

		13	GYPSUM PIPE CONVEYOR -3 A/B		
10.2.3	Number of Subcontractors = 3				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - III PIPE/BELT CONVEYORS	7	LS PIPE CONVEYOR-1 A/B	936.00	R1
		12	BOTTOM ASH(BA) BELT CONVEYOR-1 & 2		
		13	GYPSUM PIPE CONVEYOR -3 A/B		
		8	BA PIPE CONVEYOR-3 A/B:	500.00	R2
		9	GYPSUM PIPE CONVEYOR -2 A/B	314.00	R3
		10	LIME STONE (LS) BELT CONVEYOR- 1 (LSBC-1)		
		11	GYPSUM PIPE CONVEYOR -1 A/B		
10.2.4	Number of Subcontractors = 2				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - III PIPE/BELT CONVEYORS	7	LS PIPE CONVEYOR-1 A/B	1070.00	R1
		9	GYPSUM PIPE CONVEYOR -2 A/B		
		10	LIME STONE (LS) BELT CONVEYOR-1 (LSBC-1)		
		11	GYPSUM PIPE CONVEYOR -1 A/B		
		8	BA PIPE CONVEYOR-3 A/B:	680.00	R2
		12	BOTTOM ASH(BA) BELT CONVEYOR-1 & 2		
		13	GYPSUM PIPE CONVEYOR -3 A/B		
10.2.5	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL HYDERABAD. BHEL shall provide a grace time of 4 weeks to complete the full load of 1750 MT in addition to SCC Clause 13.0.				
10.3	Estimated business quantity for the Category IV is 300 MT. Number of Subcontractors required for Category IV is two.				
10.3.1	To achieve this distribution, counter offer of L1 rate will be made to other techno-commercially qualified bidders in the order of Tender priority until the required number of subcontractors accept as per BHEL requirement. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.				
10.3.2	No of subcontractors 2				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - IV STRUCTURAL HOUSES	14	COMPRESSOR HOUSE-1	185.00	R1
		15	HCSD PUMP HOUSE 1	115.00	R2
		16	DH-5 FOR LS		
10.3.3	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL HYDERABAD. BHEL shall provide a grace time of 4 weeks to complete the full load of 300 MT in addition to SCC Clause 13.0.				
10.4	Estimated business quantity for the Category V is 900 MT. Number of Subcontractors required for Category V is two.				
10.4.1	To achieve this distribution, counter offer of L1 rate will be made to other techno-commercially qualified bidders in the order of Tender priority until the required number of subcontractors accept as per BHEL requirement.				

	Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.				
10.4.2	No of Subcontractors=2				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - V SUPPORT STRUCTURES WITH CONCRETE SILO	17	BOTTOM ASH SILO NEAR JETTY-1	500.00	R1
		18	GYPSUM SILO-1		
19		FLY ASH SILO NEAR JETTY 1,2 & 3	400.00	R2	
10.4.3	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL HYDERABAD. BHEL shall provide a grace time of 4 weeks to complete the full load of 900 MT in addition to SCC Clause 13.0.				
10.5	Estimated business quantity for the Category VI is 800 MT. Number of Subcontractors required for Category VI is one.				
10.5.1	No of Subcontractors=1				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - VI SUPPORT STRUCTURE WITH SS SILO	20	LIME STONE INTERMEDIATE STEEL SILO-1 & 2	800.00	R1
		21	LIMESTONE UNDERGROUND HOPPER		
10.6	Estimated business quantity for the Category VII is 760 MT. Number of Subcontractors required for Category VII is two.				
10.6.1	To achieve this distribution, counter offer of L1 rate will be made to other techno-commercially qualified bidders in the order of Tender priority until the required number of subcontractors accept as per BHEL requirement. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.				
10.6.2	No of Subcontractors=2				
	CATEGORY	Sl.No	STRUCTURE DESCRIPTION	Total Weight(MT)	Distribution
	CATEGORY - VII SUPPORT STRUCTURES WITH MS SILO WITH SS LINER	22	FLY ASH INTERMEDIATE SILO 1&2	510.00	R1
		23	BOTTOM ASH INTERMEDIATE SILO 1&2	250.00	R2
10.6.3	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL HYDERABAD. BHEL shall provide a grace time of 4 weeks to complete the full load of 760 MT in addition to SCC Clause 13.0.				
10.7	BHEL does not guarantee any minimum load/quantity for any subcontractor.				
10.8	In case of tie in L1 rate, the revised price bid/snap bid will be obtained from L1 bidders and the L1 bidders will have to keep their price unchanged or revise downwards. In case the L1 bidder revises the price bid upwards, the original bid will be considered. Even after one round of snap bid, if the tie continues, the lottery will be conducted in presence of bidders, if they chose to be present.				
10.9	In case of a tie in the position/ranking, the audited turnover of the last financial year of bidder shall be the basis for the deciding the ranking/position. The bidder having the higher turnover shall be positioned/ranked better.				

	Example: If two bidders A & B are tied at the L3 position & B has the higher turnover. Hence, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.
10.10	In case BHEL decides to withdraw few items. Curtailment of the load will be done from the vendors at highest price level for that category.
10.11	For a particular category, load distribution is planned to give higher load to a vendor with lower price level. BHEL reserves the right to re allocate load in a fair manner after detailing of drawing and finalization of weight.
11.0	PENALTY
11.1	PENALTY FOR DELAY in SUBMISSION OF BG/NON-SUBMISSION OF BG
	If the subcontractor does not submit the required Bank Guarantee in line with Clause 9.7, BHEL reserves the right to treat Non-submission of BG as refusal of PO by the subcontractor and redistribution Clause 12.2 may be invoked along with extant suspension of business dealings as per Clause 33.0.
11.2	PENALTY FOR LATE DELIVERY
	In the event of delay in supply of goods, penalty of 0.5% per week or part thereof shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.
12.0	PO Acknowledgment
	Subcontractor should acknowledge the PO within 3 days from the date of release of PO; in case of no response from the subcontractor, it shall be deemed that the subcontractor has acknowledged and accepted the PO for execution.
12.1	REDISTRIBUTION
	In case of refusal of PO (as per Clause 12.0 for PO acknowledgement or BG non-submission Clause 11.1), abnormal delay in PO delivery for full or part, BHEL HYDERABAD reserves the right to cancel the PO (in full or part) and offer the load to other techno-commercially qualified subcontractors at the L1 rate. If any of the subcontractor accepts the load at L1 rate, the load so reduced will be redistributed to other vendor (s) based on recommendations of the empowered Committee. If the above method fails, Risk Purchase as per Clause 41.0 will be applied.
13.0	QUANTITY MEASUREMENT
13.1	Unit of Measurement for the category is kg. The weight of all the items shall be based on net weight of latest drawing of the item only.
13.2	For Radiography Testing, the unit of measurement is square centimeter. The surface area calculation shall be done by Subcontract Officer and certified by BHEL Engineering/Technology.
13.3	For Ultrasonic test of weldment, the unit of measurement is Running meters. The calculation shall be done by Subcontract Officer and certified by BHEL Engineering/Technology.
13.4	For Trial Assembly & Metal Packing crates, the unit of measurement is kg. The calculation shall be done by Subcontract Officer and certified by BHEL Engineering/Technology.
13.5	However, if the material weight changes over $\pm 10\%$ from the total weight of a particular Purchase Order due to substitution/any other recorded reasons, the fabrication cost for the difference in net weight shall be paid/recovered as applicable after raising necessary PO amendment. PO amendment for quantity shall be certified by BHEL Engineering/Technology.
14.0	COLLECTION DOCUMENTATION
14.1	The subcontractor must collect the following documents from BHEL's transporter at the time of collection: 1. SMIV, 2. Consignee LR copy, 3. Delivery Challan
14.2	The subcontractor must submit the material receipt on the back of SMIV & LR copy to transporter and confirm the receipt of material by e-mail/web-based system to BHEL.
14.3	RIGHT OF REJECTION OF SUBCONTRACTOR
14.3.1	The subcontractor have the right to reject loading of material if material handed over to him is not as per contract.

14.4	TRANSPORTATION OF REJECTED MATERIAL																			
	BHEL shall arrange and pay for transportation of rejected material, if any.																			
14.5	UNLOADING AT SUBCONTRACTOR'S PREMISES																			
	Subcontractor shall be responsible for unloading of consignments at its premises.																			
15.0	SAFE CUSTODY OF BHEL MATERIAL																			
15.1	The raw material issued to the subcontractor under this contract shall remain the property of BHEL, Hyderabad. The subcontractor shall use the material only for execution of BHEL's POs for which the material has been issued, and for no purpose whatsoever. The subcontractor shall be responsible for the full value thereof to be assessed by BHEL Hyderabad whose decision shall be binding on the subcontractor.																			
15.2	The subcontractor shall be liable for the loss or damage to such property from whatever cause may be while such property is in the possession or under the control of the subcontractor, their employees, workmen or agent or any other person connected with the subcontractor. All the materials of BHEL Hyderabad shall under no circumstances be sold or hypothecated to bank or to any lending institution or to any party whatsoever. Such materials shall not be shown as the subcontractor's assets in any of the statements of the subcontractor to any party.																			
15.3	The subcontractor shall produce the materials supplied by BHEL Hyderabad in the form of raw material, semi finished/finished components to BHEL official/BHEL's authorized agent visiting the subcontractor's works for verification purposes.																			
15.4	Inventory statement has to be submitted whenever required by subcontractor for the material issued. If the subcontractor fails to produce or properly account the materials so issued, BHEL Hyderabad reserves the right to recover the value of the materials.																			
15.5	Any act of subcontractor resulting in dishonest misappropriation or conversion of the materials so issued for his own use shall constitute the offence of Civil/Criminal breach of trust under Indian Penal Code and/or such other offences under any other provision of law and BHEL reserves the right to proceed against such subcontractor under civil/criminal law in order to ensure proper punishment to such perpetrator (s) for the said offence(s). In such case, BHEL shall take all necessary steps to recover the material/value of material available with such subcontractor.																			
16.0	RAW MATERIAL ISSUES AND ACCOUNTAL																			
16.1	The weights of drawings/net weight will be the basis for accounting of raw materials issued and billing for conversion charges. Raw materials will normally be issued with a process allowance as given below: <table><tr><td>Description</td><td>Invisible wastage</td><td>Working allowance</td><td>Total process allowance</td></tr><tr><td>Sheets</td><td>2%</td><td>1%</td><td>3%</td></tr><tr><td>Plates</td><td>2%</td><td>2%</td><td>4%</td></tr><tr><td>Structural's(Beams, Channel, Angles, Flats Rods, Pipes, Tubes, Packing etc.,)</td><td>1%</td><td>nil</td><td>1%</td></tr></table> Cutting plan should be submitted within 7 days and obtain approvals from BHEL Hyderabad. If BG limit becomes a constraint to issue the cleared materials, vendor shall arrange for additional BG within 10days time from SCO (sub contract order) date/material cleared date, prior to material deliver.				Description	Invisible wastage	Working allowance	Total process allowance	Sheets	2%	1%	3%	Plates	2%	2%	4%	Structural's(Beams, Channel, Angles, Flats Rods, Pipes, Tubes, Packing etc.,)	1%	nil	1%
Description	Invisible wastage	Working allowance	Total process allowance																	
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Plates	2%	2%	4%																	
Structural's(Beams, Channel, Angles, Flats Rods, Pipes, Tubes, Packing etc.,)	1%	nil	1%																	
16.2	Wherever Sub-contractor comes across receipt of excess material due to the error in BOM/Drgs that is to be brought to the notice of concerned sub contract officer immediately. Since material is issued on weight basis, any excess material received because of section weight variation or otherwise, the same is the property of BHEL (HPEP), notwithstanding the status of MAS. Such information shall be declared by the Sub-contractor to BHEL immediately.																			

16.3	Balance material arising out of issued quantity shall be returned by sub-contractor. However, if original issued quantity is insufficient due to the shape or size required to be cut, cutting plans may be furnished for BHEL approval within one week of withdrawal of Raw materials. Any off cut available from the original issue should be returned to us as per our approved cutting plan. Wherever the materials are supplied by BHEL for mockup test, welders qualification test, Etc., the material is to be treated as scrap on weight basis and material accounting to be settled accordingly.		
17.0	TECHNICAL REQUIREMENTS		
17.1	The fabrication shall strictly conform to the dimensions and tolerances indicated in the drawings/QP Care must be taken to adhere strictly to the NOTES given in the drawings. It should be ensured that correct dimensions are recorded properly in the DIR (Dimensional Inspection report). NCR/MDR shall be raised by BHEL inspector, if any Deviations are observed during the process. NCR/MDR report have to be maintained by the vendor along with PIR & DIR and NCR/MDR Number shall figure in the PIR and details of NCR/MDR shall figure in DIR & Process sheet.		
17.2	Any other work carried out outside the requirements of drawings /QWIs shall have the prior approval of the competent authority of subcontract department, BHEL/ Hyderabad.		
17.3	Adequate facilities like welding equipment's, baking oven, handling facilities and measuring instruments as called for must be available duly calibrated and kept with the Sub-contractor for the manufacture of semi-finished components. All the above basic fabrication facilities/equipment's must be under working condition and the same be made available for verification by the BHEL officials or their authorized agents whenever they are called for.		
17.4	The instrument/gauges are to be calibrated periodically as follows:		
	Sl.No.	Type	Periodicity
	01	Measuring instruments / gauges	One year
	02	Limit Gauges (Eg.Plug/ring)	One year
	03	Temperature , Pressure gauges	6 months
	04	Measuring Steel tape	Once
17.5	Calibration status shall be displayed at the sub-contractors works in a conspicuous location. Calibration can be performed either at BHE/NABL approved Labs		
17.6	For various items, the manufacturing, handling and testing facilities requirement as specified by BHEL from time to time shall be available with the subcontractor.		
17.7	Only the right kind of matching electrodes shall be used and shall be sourced only from approved vendors as per (Annexure-M).		
17.8	The welders who qualify the test as rated by BHEL/our inspection agency shall only be engaged for welding. Necessary raw material for conducting the pre-production test will be supplied by BHEL as supplementary materials.		
17.9	The electrodes shall be suitably baked and preheated wherever applicable before use in addition to the general precautions that may be applicable for all electrodes in storing, etc.		
17.10	All welds of submerged arc welded components shall be carried out by certified welders.		
17.11	Normal safe delivery shall be made by the Sub-contractor to avoid transit damages. The rate is inclusive of this safe delivery.		
18.0	INSPECTION:		
	Inspection as per Annexure-G SCC Clause 6.0 & 11.0		
19.0	SAFETY OF CONTRACTOR'S WORKMEN		
19.1	The Contractor shall have to indemnify the BHEL HYDERABAD against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL HYDERABAD premises or anywhere. All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the		

	Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. The Contractor shall be bound to indemnify BHEL HYDERABAD against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
20.0	PAYMENT
20.1	Invoice shall be raised for the net weight only as per sub contract order. Payment will be normally made within 90 days from date of receipt and will be against accepted MRC. However BHEL (Hyderabad) will make payments within 45 days to MSME units.
20.2	100% payment will be made for all the items along with material accountal and acceptance.
20.3	Subcontractor has to furnish proper materials account statement along with the first 75% acceptance payment of every bill or final 25% of bill completion. The subcontractor's bills will not be considered for payment without submission of materials account by party.
20.4	Where part payment stage falls above 75% of the ordered value and the material accountal is not furnished for such part completion of the 75% of the ordered quantity, bills for balance 25% value will be withheld towards material accounting.
20.5	Where part payment stage falls above 75% of the ordered value and the material accountal is not furnished for such part completion of the 75% of the ordered quantity, bills for balance 25% value will be withheld towards material accounting.
20.6	Request for delivery extension is to be made before submission of each bill and the delivery extension letter permitted by BHEL/SC shall be enclosed along with concerned bill, failing which liquidated damages will automatically be levied as per clause no-5.28. No request for extension/refund of penalty will be entertained after submission of bill.
20.7	For the purpose of payment, the unit rates are to be considered, only based on the ITEMS/operations. The description of the item/operation is only indicative and it is not binding. Any description given in the item column is only for the purpose of clarity during manufacturing (the description may change designer to designer and/or drawing to drawing).
20.8	The payment shall be subject to the deduction of any amount for which the fabricator is liable or indirectly under this contract or any other contract of the fabricator or any other fabricator's contract where the proprietor / any of the partners / directors of the present fabricator is / are proprietor/director/s/partner/s, in respect of which BHEL / Hyderabad is a contractee.
20.9	The EMD, security deposit or any other payment due to contractor shall not carry any interest.
21.0	RISK PURCHASE
21.1	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the contract as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the Contract shall be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the subcontractor. In case of execution of work through alternative sources, the extra cost incurred by the BHEL will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
22.0	PROGRESS REPORT
22.1	The Sub-contractor shall from time to time tender such reports and also discuss with our officials concerning the progress of the work and commitment as may be required by BHEL Hyderabad. The submission, receipt, and acceptance of such reports shall not prejudice the rights of BHEL Hyderabad, under the Contract shall operate as an estoppels against BHEL Hyderabad merely by reason of the fact that they have not taken notice of/or objected to any information contained in such reports. Action as deemed fit will be taken if the progress of the work is not satisfactory.

22.2	The Sub-contractor shall furnish a monthly inventory report at the end of every month regarding the availability of free issue materials at their end as required by subcontract Department, BHEL Hyderabad. If the Sub-contractor fails to produce properly account the materials so issued, BHEL, Hyderabad have the right to take further action as deemed fit including recovery of the value of the materials along with the respective administrative charges and statutory levies from the running bills of the Sub-contractor/suspension of load/termination of contract/de-listing.			
22.3	Any act of Sub-contractor resulting in dishonest misappropriation or conversion of the materials so issued for his own use shall constitute the offence of Criminal Breach of Trust under Indian Penal Code and /or such other offences under any other provisions of law and the Contractee shall have every right to proceed against the Sub-contractor under Criminal Law in order to ensure proper punishment to such perpetrator/s for the said offence/s. In such cases, BHEL shall take all necessary steps to recover the material available with those firms.			
23.0	GUARANTEE OF FABRICATION			
	In line with Annexure G SCC – Clause 21.0.			
24.0	BAD WORKMANSHIP			
	If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Sub-contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re execute the work at the risk and expense of the Sub-contractor.			
25.0	SCRAP & OFF CUT NORMS			
25.1	Sl.No	Description	Scrap Size (in mm)	Off-cut size (in mm)
	01	CS/AS (sheets & plates)	Below 500 X 250	500 X 250 & above
	02	Rolled sections including structural / rods)-(other than tubes /pipes):Length	Below 1000	1000 & above
	03	RHS, SHS, tubes and pipes: Length	Below 500	500 & above
	04	SS/Non-ferrous sheets & plates	Below 250 X 500	250 X 500 & above
	05	SS/Non-ferrous structural, rods, tubes, pipes: Length	Below 250	250 & above
	06	Haste alloy : Length	Below 250	250 & above
	07	Big size scrap-Length x Breadth CS/AS	(2500 & above) X (150-249)	-----
	08	WSTE/NAXTRA	Below 500 X 1000 Below dia 700	500 X 1000 & above Dia 700 & above
25.2	All off-cuts (Ferrous, Non-ferrous, SS etc) are to be returned to BHEL Stores with documents at Sub-contractors cost.			
25.3	All scraps (Ferrous, Non-ferrous, SS, CS/AS, WSTE etc.,) including turnings and borings need not be returned to BHEL (HPEP). Sub-contractors can dispose the above scrap, on completion of Final-Material-Accounting for the respective issue position. Necessary cost shall be recovered along with GST and any other statutory levies as applicable as per BHEL norms.			
25.4	Returning of Off-cuts/Prime-material to BHEL Stores is mandatory. In case where those materials are not returned, material cost along with GST & administrative charges (floating – as on date 25%) shall be recovered as per BHEL norms.			
25.5	Wherever attested materials are issued, the balance material (Off-cut/Prime material) is to be returned only in the attested condition. Otherwise clause no-25.4 will be applicable.			
25.6	The materials rejected due to : a. Faulty workmanship will entail recovery at prime material's cost as per clause no-25.4. b. The material rejected, as PDO due to reasons other than faulty workmanship shall be returned to BHEL/Hyderabad Stores failing which recovery will be made at prime material cost as per clause no-25.4 (Conversion and service charges in case of part processed item).			

25.7	Whenever fabrications are done without proper approved cutting plans, any loss of material arising (for the additional material or re-issue of material) due to the same, will be recovered at prime materials cost as per Clause 25.4.
26.0	COMPENSATION AGAINST DAMAGE OF PLANT MACHINERY/TOOLS AND GUAGES
26.1	BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the works which do not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increase or decrease and to decide on the issues which arise in the execution of the work
26.2	BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Sub-contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.
27.0	SUBLETTING
27.1	The Sub-contractor shall not sublet or assign this contract or any part thereof without the written permission of BHEL/ Hyderabad.
27.2	Subletting or assigning this contract or any part thereof without such permission, the BHEL/ Hyderabad shall be entitled to cancel the contract and to execute the conversion work elsewhere at the risk and cost of the Sub-contractor and the Sub- contractor shall liable for any loss or damage which BHEL/ Hyderabad may sustain in consequence of or arising out of such fabrication elsewhere and also cancellation of registration/temporary suspension of further loading.
27.3	However, if the PO/PGMA loading demands part processing/Special Process (like Heat Treatment, Machining, Bending, Shearing, Treading, Etc..) of few item at, other BHEL OS-approved Sub-contractor's works, the same may be allowed, with the prior permission of BHEL in writing, indicating the period of returning.
27.4	Movement of BHEL materials from our Sub-contractor's premises to any other Firm(s), if necessary, for the purpose of production related work shall be documented properly, signed by the sender & receiver and the same to be authenticated by the concerned OS official, otherwise such materials will be treated as shortage by Accounts.
28.0	TAXES & DUTIES- GST CLAUSES
28.1	In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
28.2	In case vendor delays declaring such invoice in his 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 vendor/contractor along with interest levied / leviable on BHEL.
28.3	The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
28.4	The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
28.5	Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
28.6	Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
28.7	Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
28.8	In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
28.9	Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services 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 conditions specified in GST law, as applicable.
28.10	Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
28.11	A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
29.0	RIGHTS
29.1	BHEL reserves the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
29.2	BHEL reserves the right to reject conditional tenders, tenders that are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
29.3	BHEL reserves the right to evaluate the bids as per BHEL norms and its decision shall be final and binding on the subcontractors.
29.4	BHEL reserves the right to cancel / terminate the Purchase-order / contract at any time during its currency without assigning any reasons whatsoever.
29.5	BHEL reserves the right to short close tender, or any part of the tender, without assigning any reasons thereof.
29.6	The Subcontractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of load.
29.7	BHEL HYDERABAD reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favor of BHEL HYDERABAD) or in the event of termination of contract as per terms and conditions of contract. BHEL HYDERABAD reserves the right to set off these security deposit against any claims of any other contract with BHEL.
29.8	Any change in the constitution of the Sub-contractor's unit or in shifting of works to a new location, the same shall be made only after getting specific approval from Outsourcing , BHEL Hyderabad. Any deviation found later will be dealt with as deemed fit.
29.9	The Sub-contractor is liable for all statutory obligations, including but not limited to GST, ESI, PF, ED/ST, Labour Acts, Factories Acts, Workmen Compensation Act, etc., for their workers. BHEL/ Hyderabad will have no liability in respect thereof. Notwithstanding the above, if any demand notice is served by the concerned Statutory authorities for recovery of any of their dues on BHEL, BHEL shall have the right to pay the same without notice to the Sub-contractor and recover the same plus administrative charges of 15% of such amount from the Sub-contractor either from the pending/future bills of the Sub-contractor or otherwise. Such act of repeated default is liable for suspension/stoppage of further business till such time the default/violations get vacated. Notwithstanding anything to the contrary, BHEL shall not be liable for any penalty or interest imposed by any statutory authority due to the action of the Sub- contractor or his employees, workers, agents, etc. .
29.10	The Sub-contractor has to devise suitable scheme whereby the employment of child labour should be regulated in line with the child Labour Act (prohibition & Employment Act 1986).
29.11	All the safety precautions and use of safety equipment's are to be followed while carrying out the fabrication and dispatch of the same. The Sub-contractor must have proper tools and handling equipment's. There should always be a responsible person available at the Sub-contractor's works to oversee the operation and compliance of safety regulations. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.

29.12	All the documents (Inclusive of Drawings, BOM and Standards) of BHEL made available to the Sub-contractor should be kept in a strict confidence and under no circumstance be made available to others or allow others to make use of them for any other commercial purpose whatsoever. This secrecy clause is binding on the employees of the Sub-contractors also. Any contravention will be subjected to legal action besides suspending business with BHEL. Such documents should be returned to the BHEL/ Hyderabad destroyed with the prior approval of Outsourcing, BHEL/ Hyderabad.
29.13	Un-authorized act of engagement of any individual who is a full time employee of BHEL for part time/full time work by the Sub-contractor will be viewed very seriously and such act is liable for suspension/total stoppage of further business dealings with the Sub- contractor by BHEL/ Hyderabad.
29.14	Should a Sub-contractor has a relation or relations in the case of a firm or a company of the Sub-contractor, one or more of its shareholders or relation or relations of the shareholders employed in BHEL or any ex-employee who has retired/resigned within a period of two years as on date of the Contract or at any subsequent date after award of this contract, BHEL shall be informed of the fact at the time of signing the contract and thereafter as applicable and obtain the permission of BHEL for such engagement, failing which BHEL may in its own discretion rescind the contract.
29.15	The Sub-contractor shall not attempt any unethical acts and if they are found indulging in such acts, they are liable to be blacklisted apart from other actions. Sub-contractors indulging in any business practices detrimental to BHEL either directly or indirectly, will be dealt with severely by the due process of law.
30.0	FORCE MAJEURE
30.1	Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions.
30.2	If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof along with photographs.
30.3	The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
30.4	Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.
31.0	BHEL Relative
	Should a Bidder's or its shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender. If such a fact comes to light subsequently, BHEL reserves the right to short closed the contract and initiate appropriate action as per BHEL'S guidelines for suspension of business dealings with suppliers/ contractors.
32.0	BHEL'S FRAUD PREVENTION POLICY
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
33.0	BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

	Subcontractors may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".
34.0	INTEGRITY PACT
	Integrity pact will form the part of NIT. The subcontractor will have to submit duly signed integrity pact.
35.0	INDEMNITY
35.1	The subcontractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites/en route.
35.2	The Contractor shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents
35.3	The Contractors shall further indemnify BHEL against: (i) Observance of Labor & Industrial Laws. (ii) Documentary compliance relating to billing. (iii) Indemnity shall cover the entire scope right after receipt of material at subcontractor's works to the unloading at BHEL Stores.
36.0	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 the 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 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 at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration as above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or 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 by either Party in terms of this Contract.
37.0	JURISDICTION
	It is only after exhausting the Arbitration above further legal proceedings arising under or relating to this contract, the courts at Sangareddy in Medak District in Telangana only shall have the jurisdiction.

General Information

Name of the organization		
Address		
E-Mail(primary E mail ID)*		
Telephone	Landline	
	Mobile	
Fax		
Name of the chief Executive/ proprietor/ partner		
Address		
Details Of authorised signatory for seeking clarifications		
Name		
Designation		
E-Mail		

Telephone	Landline	
	Mobile	
Fax		

Signature of the authorised:

Seal of the firm:

*** All the communications shall be sent to this e-mail and will be treated as official communication medium. Any changes in the e-mail shall be done with prior approval of BHEL Hyderabad.**

HSE ASSESMENT OF SUB CONTRACTORS

SL NO	DESCRIPTION	YES/NO
1	Does your organization has HSE management system?	
2	If, Yes Is it certified to HSE Management system like ISO-14001 and OHSAS-18001?	
3	Can you share your environmental / safety data for the last 3 years or from the date of certification?	
4	Are your employees trained on safety?	
5	Do you agree to follow all the BHEL safety requirements including lifesaving rules (LSR)	
6	Do you monitor the health of your employees?	
7	Do you provide any Training on safety and Life Saving Rules for all the employees	
8	Do you maintain any Safety records of employees working under you for the last three years	
9	If you do not have a HSE management system do you like to adopt the same	

10	Do you like to work with BHEL on improving your safety management?	
11	Do you agree and provide adequate resources for the same.	

Signature of the authorised
Representative with date:

Seal of the firm :

E mail address :