

"FORCE MAJEURE: The following shall amount to force majeure conditions: -

1. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, pandemics, 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, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
2. Where as in case of any extraordinary event happening which is beyond the control of the parties other than those contained in force majeure conditions, as defined above or also the circumstance defined in force majeure clause, if vendor is unable to provide their vehicle or their services as per the agreed terms and condition then BHEL will not pay any amount for that period where vendor has failed to supply vehicle or services, whatsoever.
3. Where as in case of any extraordinary event happening which is beyond the control of the parties other than those contained in force majeure clause or also the circumstance defined in force majeure clause, if BHEL is unable to take vendor vehicle or their services by any reason whatsoever, then BHEL shall not pay any amount for that period where BHEL has not availed any services from vendor.
4. BHEL shall reserve the right to reduce the number of vehicle requirement as per the demand prevailed in the Factory and payment shall be done as per the number of vehicle used by BHEL.
5. BHEL shall reserve the right to stop the service at any time by giving 7 days intimation in advance notice to the vendor to stop their service in the Factory and payment shall be done accordingly