



SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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4.1		DEFINITIONS
		The following words and expressions shall have the meaning as given here under: - “ Contract ” means the Contract Agreement entered into between BHEL and the third party inspection agency (Contractor), together with the Contract document refer to there in; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly. “ CONTRACTOR ” shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
4.1.1		“ Contract Document ” means the documents listed in Clause 4.2 of GCC, Section-IV “Contractor” means the person(s) whose bid to perform the Contract has accepted by BHEL and is named as such in the Rate Contract Agreement and includes the legal successors or permitted assigns of the Contractor. “ Inspection Agency ” means any person(s), who may be duly authorized by Corporate Quality/Purchasing Unit to inspect the stores included in the Purchase Order and to take up surveillance/Audit at Supplier Work as and when required by purchasing unit. “ Day ” means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month “ GCC ” means the General Conditions of Contract hereof. “BHEL” means Bharat Heavy Electricals Ltd., New Delhi “BHEL unit” means Purchasing Division of BHEL “ CQ ” means Corporate Quality “ CHP ” means customer hold point “ MDCC ” means material dispatch clearance certificate. “ TPIA ” means Third Party Inspection Agency
4.2		CONTRACT DOCUMENTS
4.2.1		The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract: a) The Rate Contract Agreement* b) Letter of Award of Rate Contract c) Qualification and eligibility d) Particulars of Inspection Agency including enclosures e) General Requirement f) Instruction to bidder g) General conditions of contract h) Price Schedule i) Annexures/Formats

Signature of Bidder



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		<p>*Agreement signing: The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper of appropriate value (as per prevailing Govt. guidelines) in a prescribed format. The cost towards agreement shall be borne by the firm</p>
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Clause No		Contents
4.3		CONSTRUCTION / EXECUTION OF RATE CONTRACT
4.3.1		The Rate Contract Agreement as per Performa (Section- Forms & Procedure F-10) is to be signed within fifteen (15) days of the date of the Letter of Award of Rate Contract, on a date and time to be mutually agreed in the office of the Head-CQ/Head (Q) of BHEL Units, as may be agreed to, after finalization of successful Bidders. The Contractor shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Rate Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.
4.3.2		The contract will be signed in four originals, the contractor shall be provided with one signed original contract and rest (Three originals) will be retained by BHEL.
4.3.3		The signed Rate Contract Agreement shall be forwarded to all BHEL Units / Purchasing Divisions for availing the inspection services.
4.4		VALIDITY OF CONTRACT:
4.4.1		The contract shall commence from the effective date (as stated in the letter of award of rate contract or in the rate contract. If no such effective date is stated, then the contract shall commence from the date of (LOA) and remain valid for a period of two years from the date of LOA. This period is subject to extension by three (3) months, if desired by BHEL on mutual agreement with terms and conditions remaining same.
4.5		CONTRACTOR'S RESPONSIBILITIES:
4.5.1		The contractor shall perform the services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act, in respect of any matter relating to this contract, as faithful advisers to BHEL and shall at all times protect BHEL's legitimate interests.
4.5.2		The contractor confirms that he has entered in to this contract after satisfying himself with the scope of work and requirements of BHEL in totality and shall be responsible for providing / performing the services satisfactorily.



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4.5.3	The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature including claims from any employees of the TPIA or any third party arising during the course of execution of the contract.
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4.6	BHEL's RESPONSIBILITIES
4.6.1	BHEL shall request suppliers & its sub-contractor(s) to provide reasonable facilities to the inspecting personnel for carrying out inspection. The facilities will include all materials, measuring instruments, tools, testing fixtures, testing equipment and laboratory etc.
4.6.2	To provide to the contractor and his authorized representative with any other such assistance as may be necessary for carrying out the inspection efficiently & effectively
4.7	PAYMENT TERMS
4.7.1	Payment shall be made to TPIAs only after final acceptance of material/item by TPIA for a specific inspection call. The inspection agency shall raise invoice of inspection charges in the end of the month for inspections carried during the month to the respective BHEL units/Division giving purchase order wise details of inspections and other relevant information required by the BHEL unit. Applicable taxes shall be deducted from the invoices. MSME vendors shall submit MSME certificate along with invoice.
4.7.2	Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.
4.7.3	The payment shall be made in Indian rupees within 60 days (within 45 days for MSME) from the receipt of complete/ corrected invoice. (As per BHEL latest directives)
4.7.4	No interest shall be payable to the Inspection Agency on the amount payable including but not limited to payment against invoices, security deposits, EMD etc.
	GST: - Extra as applicable. Vendor to inform GSTIN no., HSN code, SAC codes and other details along with documents. BHEL will avail tax credit as per GST rules. I. Bidder has to give his undertaking that GST portion of the invoice shall be released only upon:-

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		<p>a. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoices as per rule 46 of CGST Rule, 2017.</p> <p>b. Contractor must declare such invoices in his GSTR-1 in the respective month.</p> <p>c. Receipt of goods/services and Tax Invoice by BHEL and Confirmation of payment of GST thereon by contractor on GSTN portal</p> <p>d. 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.</p> <p>II. Bidder has to ensure and to give an undertaking that in case tax 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 tax laws for availing such ITC, or any other reason not attributable to BHEL, tax amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.</p> <p>III. Bidder has to give an undertaking that in case he delays in 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 them along with interest levied/leviable from BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/chance for availing ITC.</p> <p>IV. Contractor has to submit monthly reconciliation statement to ensure minimum mismatches and avoid delay in availment of ITC by BHEL.</p> <p>V. In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.</p> <p>VI. Penalty/LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.</p>
4.8		SECURITY DEPOSIT
4.8.1		The Contractor shall, submit Security deposit before the issuance of letter of award, to provide a security for the satisfactory performance of the Contract for an amount indicated by BHEL with validity up to ninety (90) days beyond the contract completion period.
4.8.2		The total amount of Security Deposit will be shall be 5% (latest works policy governs) on tentative Contract value for two years based on tentative business volume in line with clause 8 of section II. SD shall be deposited at BHEL-Bhopal. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.



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4.8.3	<p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none">i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHELii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHELiii) Fixed Deposit Receipt 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)iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) <p>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.</p> <p>Collection of Security:</p> <p>50 % of the required Security Deposit, including the EMD, should be collected before start of the work.</p> <p>Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
4.8.4	<p>Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award</p>
4.8.5	<p>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the bidders' failure to fulfil any of the contractual obligations/ or in the event of termination of contract as per cl. 4.20.</p>
4.8.6	<p>The Security Deposit shall be refunded to the Contractor without any interest 90 days after completion of the contract and discharged of all obligations.</p>

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4.9	TAXES AND DUTIES:
	As per STC (SECTION- II) TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT
4.10.	TIME FOR ATTENDING TO INSPECTION CALLS: As per STC (SECTION- II) TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT
4.11	LIQUIDATED DAMAGES FOR NON COMPLIANCE
4.11.1	As per STC (SECTION- II) TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT
4.12	INSURANCE
	The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract.
4.13	FORCE MAJEURE:
4.13.1	<p>“Force Majeure” shall mean any event beyond the reasonable control of BHEL, Supplier or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: -</p> <ul style="list-style-type: none">a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;b) Rebellion, revolution, insurrection, military or usurped power and civil war;c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor;e) Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.
4.13.2	If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within one week after the occurrence of such event
4.13.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfil its or their obligations under the contract.



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4.13.4	No delay or non-performance by either party thereto caused by the occurrence of any event of Force Majeure shall: a) Constitute a default or breach of the contract b) Give rise to any claim for damages or additional cost or expenses occasioned thereby if and to the extent that such delay or non- performance is caused by the occurrence of an event of Force Majeure
4.13.5	If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with GCC Clause 4.15.
4.13.6	Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.
4.14	GOVERNING LAW:
	The Contract shall be governed by and interpreted in accordance with laws of India
4.15	ARBITRATION
As per ANNEXURE-5 OF MISC. SECTION	
4.16	SUSPENSION: as per NIT
4.17	RISK PURCHASE CLAUSE: as per NIT conditions (Refer misc section)
4.18	ASSIGNMENT: The clause no. 2.3 of Section –II shall be applicable.
4.19	EFFECTIVENESS MEASUREMENT: As per clause 21.7 of Section II
4.20.	TERMINATION OF CONTRACT: BHEL reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of any contract condition, adverse feedback regarding quality of services rendered (as per clause B.4 PQR, 23.5 Section-II), indulgence in unethical practices or questionable integrity.
4.21	INTEGRITY PACT Bidders shall execute Integrity Pact with BHEL as per NIT BHEL –IP annexure-10 duly signed and stamped. Bids received without Integrity Pact shall be rejected. Details of Independent External Monitor are enclosed as per NIT.
4.22	CONFIDENTIALITY: The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of BHEL.

Signature of Bidder



5.0 BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled,



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the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further

Signature of Bidder



- Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a) On the date of signing of the Settlement agreement by the Parties; or,
 - b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
 23. The Conciliator(s) shall be entitled to fees as per BHEL directives in conciliation proceedings
 24. The parties will bear their own costs including cost of presenting their cases/evidence/ witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
 25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
 26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
 27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
 28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
 29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
 30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a) Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b) admissions made by the other party in the course of the Conciliator proceedings;
 - c) proposals made by the Conciliator;
 - d) The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.



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31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.
35. Forms and formats for the proceeding as per BHEL directives.

6.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

7.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation:-

To terminate the contract at its discretion at any point of time with one month notice period without assigning any reason thereof and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings:- a) Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.

- b) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- c) Non-fulfilment of any contractual obligations.
- d) This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of not fulfilling the contractual conditions or their failure to fulfil the terms and conditions of the agreement.

8.0 FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice and Fraud Prevention policy are available on public domain

<http://www.bhel.com/pdf/BHEL%20Fraud%20Prevention%20Policy.pdf>

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- 9.0** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Name & Signature of the bidder
(Seal)