



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI
OUTSOURCING
NIT: 2026OSB039
Section II - GENERAL TERMS & CONDITIONS

1. DEFINITIONS

Throughout these conditions and in the specifications **"THE CONTRACTEE"** means the **Bharat Heavy Electricals Limited**, acting through the Additional General Manager/Outsourcing, Tiruchirapalli-14, unless the context otherwise provides.

"THE CONTRACTOR/VENDOR" means the Person, Firm, Vendor or Company with whom the Purchase Order under this contract is placed and shall be deemed to include the Contractor's successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the Contract.

"DRAWINGS" means the drawings exhibited or provided for the guidance of the Contractor by the Contractee.

"CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.

"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

2. EXECUTION

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contractee, or the Inspecting Officer who shall have power to reject any of the Structural which he may disapprove; and his decision thereon and any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract, shall be final and conclusive. The Contractee may require alteration if any to be made during the progress of work and should these alterations be such that either party to the contract considers as an alteration involving change in cost such alteration shall not be carried out until amended cost have been submitted by contractor and accepted by the Contractee. Should the Contractor proceed to work without obtaining the consent of the Contractee in writing to an amended cost of work the Contractor shall be deemed to have agreed to execute the work at such charges as may be considered reasonable by the Contractee.



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3. RIGHTS OF BHEL

- 3.2 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- 3.2.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

4. FORCE MAJEURE

- 4.1 "Force Majeure" shall mean circumstance which is:
- a. beyond control of either of the parties to contract,
 - b. either of the parties could not reasonably have provided against the event before entering into the contract,
 - c. having arisen, either of the parties could not reasonably have avoided or overcome, and
 - d. not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to:
 - i. War, hostilities, invasion, act of foreign enemies.
 - ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
 - vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
 - vii. Epidemic, pandemic etc.
- 4.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 4.3 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 15 (fifteen) days after the occurrence of such event.
- 4.4 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 as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented,



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indented or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

- 4.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- i. Constitute a default or breach of the Contract.
 - ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 4.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

5. TERMINATION OF CONTRACT

If as a result of difficulty in procurement of materials which is justified with proper documentary evidence and BHEL's concurrence or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, the Contractee to the extent considered necessary may grant extension of time. Should there be delay in work, beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing work elsewhere at the cost and risk of the Contractor. Any cost implication towards such alternate procurement shall be recovered from the Contractor.

6. INTERPRETATION

The Contractee shall decide any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the Contract or the amount recoverable hereunder from the contractor and the decision shall be final and conclusive.

7. BOOK EXAMINATION CLAUSE

The Contractor shall whenever required produce or cause to be produced for examination by any Officer of the Contractee authorized in that behalf, any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the Contractee on this question or relevancy of any documents, information or return being final and binding on the Parties). The obligation imposed by this clause is without prejudice to the any other obligation under the contract / purchase order or under any statutes/ rules or orders binding the contractor. The contractor shall if the authorized officer or the Contractee so required (whether before or after the prices have been finally fixed), afford facilities to the officer of the Contractee concerned to visit the contractors works for the purpose of examining the process of manufacture and estimate or ascertaining the cost for production of the articles, if any portion of the work be carried out by a sub-contractor of any subsidiary of an allied firm or company, the authorized officer of the Contractee shall have power to secure the



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books of such sub-contractor, or any subsidiary or allied firm or company shall be open to his inspection.

8. SET OFF CLAUSES

Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the vendor is liable directly or indirectly under this contract or any other contract of the vendor or any other vendor's contract where the proprietor/any of the partners /directors of the present vendor is/are proprietor/director/s /partner/s, in respect of which BHEL, Tiruchirappalli is a Contractee".

9. LAWS GOVERNING THE CONTRACT

The Laws of Government of India in force shall govern the Contract. Irrespective of the place of the execution of the Contract /place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the offer has been issued.

10. JURISDICTION OF THE COURT

The Courts at Tiruchirappalli, Tamil Nadu alone shall have jurisdiction to decide any dispute/any arbitration/settlement of contractual/legal issues between Contractee (BHEL) and Contractor (Subcontractor) arising out of or in respect of the contract.

11. GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

12. THE GLOBAL COMPACT

Global Compact is a signature initiative of United Nations Secretary General Kofi Annan and Four United Nation Agencies:

- ❖ Office of the High Commissioner for Human Rights
- ❖ International Labour Organisation
- ❖ United Nations Environment Programme
- ❖ United Nations Development Programme

This is a broad based initiative and engages:

- ❖ Individual Companies
- ❖ Business Associations
- ❖ International Labour
- ❖ Human Rights, Environment and
- ❖ Development Organisations
- ❖ Academic & Public Policy
- ❖ Institutions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating company, we have the obligation to

- ❖ Support and respect Human Rights within our spheres of influence.



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- ❖ Make sure we are not complicit in Human Rights abuses.
- ❖ Make sure we are not employing Forced or compulsory labour.
- ❖ Refrain from employing Child Labour
- ❖ Eliminate discrimination in our hiring and firing policies.
- ❖ Support a precautionary approach to Environmental challenges.
- ❖ Undertake initiatives to promote greater environmental responsibility.
- ❖ Encourage development and diffusion of environmentally friendly Technologies

Contractor shall also ensure to fall in line with the above principles.