

SECTION IV - GENERAL CONDITIONS

I- DEFINITIONS

Throughout these conditions and in the specifications **“THE CONTRACTEE” means the Bharat Heavy Electricals Limited**, acting through the Additional General Manager/OUT SOURCING, 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.

II- 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.

III- FORCE MAJEURE

If any time during the continuance of this Contract the performance in whole or part by either part of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic quarantine restrictions or acts of God (herein referred to as events), provided the notice of the happenings of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall by reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Contractee as to whether such event has come to an end or has ceased exist shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time

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in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining work schedules.

IV- TERMINATION OF CONTRACT/RISK PURCHASE

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

V- 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.

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

VII –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, Tiruchirapalli is a Contractee”

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VIII -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.

IX -JURISDICTION OF THE COURT

The Courts at Tiruchirappalli, Tamil Nadu alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

X -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.
- ❖ 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.