

(Filled tenders should be dropped in vendor complex tender box only)

Bharat Heavy Electricals Limited

Ramachandrapuram :: Hyderabad – 502 032

Phone: 040 2318 3334 / FAX: 040 23186059 Emailid: devesh@bhelhyd.co.in

NOTICE INVITING TENDER

Name of the department : M&S – Planning & Co-ordination Section

Tender Notice No : **M&S/P&C/2010/25** Date:01/12/2010

Sealed tenders in 2 bid system, subscribing the tender notice number and name of the work will be received by Sr.DGM/P&C, 02-Annexe, Ground Floor, M&S/P&C, R.C.Puram, Hyderabad – 502 032, from the contractors satisfying the pre-qualification requirements indicated below and will be opened at vendor complex, adj to Admn Bldg gate, BHEL, Ramachandrapuram, Hyderabad in the presence of tenderers or their authorized agents.

1. Name of the Work : Supply 3 Nos of ambient air stations, Install and Monitor ambient air quality for critical parameters SPM RSPM,SO₂, NO_X to meet central pollution control board also monitor wind speed, wind direction & rainfall measurement using own instruments & sensors – 24 Months .
2. EMD : Rs.20,000/-
3. Approximate Estimated value of work : Rs. 5.00 Lacs approx for 2 years
4. Last date for sale/ download of tender documents : 20.12.2010
5. Last date for receipt of tender : **21.12.2010 upto 11.00Hrs**
6. Date and time of tender opening : **21.12.2010 at 13.30 Hrs**
7. Period of completion : 2years

Name & Address of the Bidder:

Phone No. : _____

SR.DGM/M&S(P&C,Telecom,TPT,PD, Cranes)
BHEL, R.C.PURAM

all pages should be signed by the contractor, firm seal should put.

Pre-Qualification Requirements:

- a) The contractor should be certified by Ministry of Environment and Forest and shall have valid certificate. Documental proof of the same shall be enclosed with techno-commercial bid.
- b) Contractor shall furnish ESI Code, with documental proof
- c) PAN No. with turnover certified copy.
- d) Tender bids without EMD are liable for rejection

Instructions for submitting the tender:

The tenderers should submit their offer in two part bid as mentioned below:

- a) Techno-commercial bid consisting of Annexures – II and Annexure – III duly signed on all pages, shall be placed in a cover and sealed and should be super scribed as “Techno-commercial bid for Supply 3 Nos of ambient air stations”, and
- b) Price bid consisting of Annexure – I duly filled & signed shall be placed in another cover and should be super scribed as “Price bid for Supply 3 Nos of ambient air stations” in sealed condition.

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super scribed as “Quotation for Supply 3 Nos of ambient air stations” and shall be sent to Sr.DGM / P&C, 02-Annexe, Ground Floor, M&S(P&C), BHEL, R.C.Puram, Hyderabad – 502 032. BHEL will not be responsible for any postal delay. The offers will be opened on 21.12.2010 at 13.30 Hrs vendor complex, BHEL admn bldg , Hyderabad – 502 032.

On the SEALED COVER it should be clearly mentioned as below:-

- **Quotation for Supply 3 Nos of ambient air stations for the period of 2011 & 2012.**
- **From address**
- **To address**
- **Tender opening Date 21.12.2010.**
- **Tender No. M&S/P&C/ 2010/25 Dated:01.12.2010.**

Issue of Tender Documents:

Tender documents can be download from BHEL Website www.bhel.com / tender notifications

TECHNO-COMMERCIAL BID

Techno-commercial bid for “Installation of ambient air quality stations – 3 Nos and continuous monitor for a period of Two (2) years”:

Name of Contractor:

Address:

Contact phone Nos:

Fax

Mobile:

SNo.	Description	Remarks
1.	Certificate Reference No. certified by Ministry of Environment & Forest and period of validity	
2	Acceptance to install AAQs with accessories to monitor air pollutant parameters SPM, RSPM, SO ₂ , NO _x and metrological data wind speed, wind direction, temperature & relative humidity.	
3.	ESI Code	
4.	PF Code	
5.	PAN No.	
6.	Service Tax Registration No.	
7.	Labour License details If available	
8.	EMD Payment: Details of CR No./BC No./ DD No. And date	
9	Tender cost- Rs500/- Details of BHEL CR No./BC No./ DD No. With date	
9.	Acceptance for - Validity of offer for 90 days	
10.	Acceptance for submission of Reports Monthly	
11.	Acceptance for fulfilment of Security deposit	
12.	Acceptance for two (2) years contract period	
13.	Acceptance for Monthly payments subject to submission of reports in soft and hard copy as mentioned in schedule of work.	
14.	Acceptance to execute the contract agreement as per Annexure-IV in the event of award of work	
15.	Acceptance of penalty @ 1% of the GROSS CONTRACT value per week upto a maximum of 5% per delay in start of work or work from the date that will be mutually agreed upon after finalization of issue of LOI	
16	PRICE: The Tenderers should quote item rates Exclusive of all taxes and duties levied	

	<p>by state and other government organizations as well as local authorities as applicable.</p> <p>Please indicate Service tax is applicable or not</p> <p>For claiming any kind of tax from BHEL, proper documents evidencing the payment or applicable tax based should be submitted, on which BHEL can avail credit otherwise payment will be reduced to that extent</p>	
	VAT/TIN NO for job work issue purpose	
17	Copies of work completion reports should be enclosed along with offer	
18	<p>TURNOVER – 30% on an average for the previous 3 years</p> <p>09-10</p> <p>08-09</p> <p>07-08</p> <p>Turnover copies certified by chartered account should be enclosed.</p>	

Statutory codes copies should be enclosed with technical bid for verification purpose.

Annexure-III

Schedule of work:

Installation of ambient air quality stations – 3 Nos as per directions of BHEL and equipment must be in BHEL premises till contract period.

Ambient air quality to be monitored at 3 locations within the premises for critical parameters mentioned below to meet CPCB guidelines.

- 1. Suspended particulate matter SPM**
- 2. Respirable particulate matter RSPM**
- 3. Sulphur di-oxide SO₂**
- 4. Nitrogen di-oxide NO_x**

Monitoring of metrological data to record metrological parameters viz

- 1. Wind speed**
- 2. wind direction**
- 3. Temperature**
- 4. Relative humidity**
- 5. Rainfall measurement**

Using own instruments & sensors wherever applicable

APPCB consent conditions to be met are:

1. The applicant shall install the equipment such as wind speed recorder, wind direction recorder.
2. The applicant shall set up 3 ambient air quality monitoring stations for continuous recording of relevant critical parameters as mentioned below as per CPCB guidelines and submit monthly **reports**.
 - a) **Suspended particulate matter SPM**
 - b) **Respirable particulate matter RSPM**
 - c) **Sulphur di-oxide SO₂**
 - d) **Nitrogen di-oxide NO_x**

Methodology for air monitoring

Air quality monitoring shall be carried out using the respirable samples (RD samplers) and high volume air samples (HVAS) equipped with impingers and assembly with accessories for all the specified pollutants mentioned.

Sl.no	pollutant	instrument	methods
1	Suspended particulate matter SPM	RD sampler	IS:5182
2	Respirable particulate matter RSPM	HV- Air sampler	IS:5182
3	Sulphur di-oxide SO ₂	HV- Air sampler	IS:5182
4	Nitrogen di-oxide NO _x	HV- Air sampler	IS:5182

Metrological parameters

Sl.no	pollutant	instrument	methods
1	Wind direction	Met. station	ASTM
2	Wind speed	Met. station	ASTM
3	temperature	Met. station	ASTM
4	Relative humidity	Met. station	ASTM

Methodology of AAQ analysis

Sampling details	SPM	RSPM	SO ₂	NO _x
Monitoring Equipment	RD sampler		HVAS with impinger assembly	
Sampling media	GF/A		TCM Abs. solution	
Flow rate	1.0 to 1.03 cum/ minute		0.5 to 1 litre/ minute	
				NaOH Abs. solution

Sampling frequency	24 Hourly	8 hourly x 3 shifts = 24 hrs average
Sampling period	Continuous 24 hours - 52 weeks x 3 monitoring stations x twice per week = 312 samples of 24 hourly average results	
Analysis methodology	Gravimetric	Spectro photometric

Monitoring duration: Monitor air quality at 3 different locations in upwind and downwind directions to estimate the pollutants and report the same in soft and hard copy on monthly basis comprising

1. 8 hours and 24 hours average values of pollutant concentrations.
2. Minimum, maximum and average values of pollutant concentration
3. 1 hourly metrological data along with 24 hourly windrose diagrams.

BHEL Scope

1. Provision of Electrical Power supply for equipment
2. Sampling locations identifications .

Annexure-III cont.

Terms & conditions

I. General Terms and Conditions :

- i. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised Officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. EMD by the tenderer will be forfeited if:

After opening the tender, the tenderer revokes his tender within the validity period or increases his quoted rates.

The tenderer does not commence the work within the period as per LOI / Contract.

EMD will not carry any interest
4. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the " Officer Inviting the Tender " for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.

5. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
6. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
7. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
8. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
9. The tenderers must satisfy themselves by personal study and examine the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
10. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
11. The contractor has to produce the bank guarantee if opted after EMD adjustment, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
12. on satisfactory completion of contract period BHEL will have the right to extend the contract for a further period of one or 2 years subject to acceptance by contractor at same rates, terms and conditions
13. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
14. Security deposit is waive for restricted categories -- rental/ hiring & leasing services of machinery, where owners/ contractors assets are being let out to/ used by BHEL.

EMD will be refunded after termination of the contract. EMD will not carry any interest.

15. BHEL reserves the right to terminate the contract at any stage without assigning any reasons.
16. Upon Awardal Party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
17. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
18. The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
19. In case of occurrence of any accident/injury of contractors staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of same under statutory obligation
20. Within BHEL premises the contractors personnel should not do any work other than their normal duties.
21. The contractor should abide by the company's CISF security rules and shall not provide safety PPE's (Personnel Protection Equipment) to labours.

ANNEXURE-IV

MODEL Contract Agreement

Agreement No	:	Job work No.	:
Date	:	Name of the work	:

This agreement is made on(date in words) between M/s Bharat Heavy Electricals Limited, Ramachandrapuram, HYDERABAD-500 032 having its registered office at NEW DELHI (hereinafter called "the company" of first part) and M/s(hereinafter called "the contractor" of the second part).

Whereas through its tender notice No. Dt the company had called tenders for (Name of the work), details of which are annexed here to (hereinafter called "the said work") as per terms and conditions stipulated in the above tender notice.

The contractor has quoted his rates vide quotation dated In pursuance of the said contractor's quotation dt..... , the company after accepting the quotation has awarded the work of as per schedule enclosed herewith containing full details of description of work and rate per unit of work. Whereas the contractor has agreed to execute the above said work subject to the terms and conditions stipulated hereunder.

Contract duration: to

Whereas the said contractor has agreed to execute the said work not exceeding amount **Rs** /- (**Rupees** **only**) here in after called "the contract amount" in all respects to observe and fulfil all the provisions and conditions on the part of the contractor, contained in or reasonably to be inferred from the contractor's said quotation, the company's said letter of intent and the schedule of work, herein after called "contract documents" which shall form part of the agreement.

Whereas the said contractor is required to pay an amount SD of Rs. Nil /- (Rupees Nil only) towards Security Deposit for the due and faithful performance of the contract and the satisfactory completion of the said work as a whole and to the fulfilment of all the guarantees on the part of the contractor or under this contract for a period of 0 months from the date of completion, testing and handing over complete in all respects till last item of the said contract as per the schedule.

AND WHEREAS the contractor has deposited EMD amount Rs. 20,000/- (Rupees Twenty Thousand only) vide Cash Receipt No: , **EMD** will be released after final bill Claim.

The work executed under the contract is guaranteed by the contractor for a period of NIL months from the date of completion in all respects and the contractor shall make good any of defects, faults and imperfections noticed during the said guarantee period at his own cost.

PENALTY: penalty @ 1% of the gross contract value per week upto a maximum of 5% per delay in start of work or work from the date that will be mutually agreed upon after finalization of issue of LOI

Payment: Monthly payments subject to submission of reports in soft and hard copy as mentioned in schedule of work.

Safety Measures:

The Contractor shall provide the required safety protective personnel equipment like uniform, safety belt, shoe, hand gloves, to the contract labourers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.

Now these present witness that in consideration of the said contract amount to be paid at the time and in the manner set forth in these present, as also of agreement of the said contractor for carrying out the said work, subject to the stipulation hereinafter expressed, the parties here to hereby agree as follows:

Now it is hereby agreed as follows

1. That the agreement shall come into operation from(date) and will be in force upto(date)
2. The contractor shall fully comply with the following enactments:

- a) The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work
- b) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- c) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- d) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.

STATUTORY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act etc. shall be complied with by the contractor.
 - b) The Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - c) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
 - d) The Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and he shall cover his employees under the said codes.
 - e) The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
 - f) The Contractor shall ensure payment of ESI contribution under ESI Act, 1948. The Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
 - g) The Contractor shall furnish proper returns to the concerned statutory authorities. The Contractor shall be solely responsible for non payment/ delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
 - h) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - i) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
 - j) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- The Contractor shall obtain licence under CL(R&A) Act, 1970.

3. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Personnel Department/IR section through the contract executing officers before commencement of the work.
4. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by DGM / PERSONNEL.
5. The contractor shall make himself or his representative available at the work spot during execution of work, for effective supervision.
6. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the act.
7. Non-compliance of any provisions under the act/ rule/ instructions/ guidelines shall make the contractor liable for penal action including termination of contract.
8. Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Post and Telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
9. The contractor must satisfy himself by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
10. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
11. Contractor on the advice of the Company official shall immediately remove any person employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the Company official.
12. The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on

the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.

13. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims thereunder.
14. In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act.VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause.
15. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer incharge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
16. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
17. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official incharge of the work.
18. The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the workmen's compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.
19. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
20. The contractor shall ensure abidance by all the labour laws especially including contract labour (R&A) Act, payment of wages Act, workmen's compensation Act, minimum wages Act, ESI Act and provident fund act as amended from time to time.
21. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under.
22. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
23. The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.

24. The contractor shall not resort to subcontracting under any circumstances.
25. The contractor shall provide the required safety PPEs to the labours engaged by him.
26. Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract.
27. A copy of the agreement between contractor and his labour shall be submitted to the personnel department.
28. Whenever the term " CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
29. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the Company and may or may not be the actuals required for execution.
30. The Company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
31. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the Company official.
32. For all modifications, omissions or additions to the approved drawings and specifications, the Company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless so authorised and directed by the Company in writing.
33. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
34. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
35. Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
36. If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality

- of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.
37. It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.
 38. Any electric power required for contractors machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
 39. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
 40. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills due to him.
 41. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the Company. On successful completion of the contract to the satisfaction of the Company, the bank guarantee shall be released after due claim period.
 42. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the Company for sole arbitration and his decision shall be final and binding on the parties to this contract.
 43. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.
 44. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
 45. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only.
 46. The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
 47. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
 48. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

49. The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

In witness thereof the parties mentioned above have signed the agreement on the day and year above written in the presence of :

Signature of the Contractor

Signature of the officer on
behalf of the Company.

Witness:

1. Signature, Name and Address.
2. Signature, Name and Address.

Should be submitted in a separate cover in sealed condition with tender no & firm address

ANNEXURE-I

PRICE BID

SCHEDULE OF WORK FOR " Installation of ambient air quality stations- 3 Nos in BHEL FACTORY: DURATION- 2 YEARS

Monitoring : daily

SL NO	SAMPLING DETAILS	UNIT	Rate per day for 3 locations	UNIT RATE per month	Total AMOUNT for 2 years Rs
	Installation of ambient air quality stations: Rate for 312 samples with own equipment including report preparation for monitoring & measuring air pollutants & metrological parameters mentioned below 1. Particulate matter - SPM 2. Particulate matter - RSPM 3. Sulphur Dioxide 2. Oxides of Nitrogen Metrological a) Wind b) Wind speed c) Temperature d) Relative Humidity	3 Locations			

AMOUNT IN RUPEES:

Total Amount in words Rupees:

Taxes if any:

Tenderer signature