Bharat Heavy Electricals Limited

Ramachandrapuram :: Hyderabad - 502 032

Telephone No. 040-23183334/2739 FAX NO. 040 2302 0185 email id: devesh@bhelhyd.co.in

Name of the department : (M&S DEPARTMENT/ P&C)

TENDER INVITING NOTICE

Tender Inviting Notice No **M&S: P&C: 2010:17** DATE: 04 .10.2010

Bidder address

Tender in single part (Techno Commercial & Price Bid) will be received by the undersigned in sealed cover from the contractors satisfying the prequalification requirements. Cover should be legibly appeared "tender notice number & tender date, name of the work and due date of tender opening". Tenders will be opened after 13.30 hrs on the due date in the presence of tenderer's or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

1. Name of the Work : PERIODICAL CHECKING of FIRE

EXTINGUISHERS - 1216 Nos Portable and trolley type for Fire Services Department on monthly basis in BHEL Factory/ township, Admn Bldg areas.

2. Earnest Money Deposit : Rs. 0 /-

3. Time of Completion : 12 Months 4. Estimated Cost: : Rs.98,208/-

5. Maintenance period : Nil Months

6. Last date for Sale of tender document/download : 21.10.2010

7. Last date of receipt of tenders
8. Date and time of opening of tenders
22.10.2010 upto 11.00 Hrs.
22.10.2010 at 13.30 Hrs

9. Cost of tender documents : Rs. 250/-

(DEVESHRAJ)

Sr.DGM/ M&S (P&C, Telecom,)

Tenderer should sign on bottom of each page then submit

PRICE BID

SCHEDULE OF WORK FOR "PERIODICAL CHECKING on monthly basis for FIRE EXTINGUISHERS - 1216 Nos " :: Contract period: One Year

	2.12 2.112.100201.2.10		P	
Sl.	DESCRIPTION OF WORK	QUANTITY	UNIT RATE	AMOUNT
No			per extinguisher	Rupees per
			per month in Rs	month
I.	PERIODICAL CHECKING OF			
	FIRE EXTINGUISHERS of the			
	following:			
	I.Portable extinguishers	1160		
	 Water type 9 liters (100 Nos); 	Nos.		
	Mechanical Foam of 9 liters (68			
	Nos); Carbon di-oxide			
	Extinguishers 2Kg-372 Nos ; CO2			
	4.5 Kg-110 Nos ; CO ₂ 6.8Kg(160 Nos)			
	; DCP Extingusihers-5 kg 238 Nos ;			
	DCP 10 Kg (112 Nos); -PORTABLE			
		56		
	2) extinguishers - TROLLY TYPE	Nos.		
	Mechanical Foam Extinguishers of 50			
	Liters (10 Nos); DCP- 22.5 Kg (9 Nos);			
	Carbon Di-Oxide -22.5 Kg (37 Nos)-			

TOTAL AMOUNT RUPEES per month Rs

Amount per year : Monthly charges Rs x = 12 Months = Rs

Taxes if any: please indicate

Tender signature

ANNEXURE-II

TENDER SCHEDULE FOR THE WORK OF " Monthly checking of fire extinguishers- 1,216 Nos (one year period)"

TECHNO- COMMERCIAL BID (PART-I)

THIS IS AN INDIVISIBLE WORKS CONTRACT AND THE CONTRACTOR SHALL

QUOTE FOR ALL ITEMS INDIVIDUAL RATES

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Quotations should be TYPED on tender schedules only**. Any deviations / deletions etc. Should be brought out separately in your letter pad and enclosed to our tender documents.

To be filled up by the Bidder for all items

Bidder address:
Contact person:
Office phone
Fax no:
Emailed:
Mobile no:

Description Acceptance/ Remarks.

1.	Experience: checking of fire extinguishers	Write down below:
	Nature of work: Experience certificate or work completion report obtained from which organization (Copy of work order should also be enclosed) Year of completion Contract amount complied with 1 work of Rs78,566/- 2 works of each Rs49,104/- 3 works of each Rs39,283/-	Amount:
2.	PF CODE NO- if available	
3	ESI CODE NO:	
4	Completion Time - in 12 months	
5	Validity- minimum 90 days from technical bid	
	opening date.	
6	TENDER COST – Cash Receipt / DD No.	
	Rs 250/-	
7	PAN No:	

8	Service Tax Regn No: (if available)	
9	PAYMENT TERMS:	
	Bi-Monthly charges for the extinguishers	
	completed as per scope of work given in the	
	price schedule. Certification should be obtained	
	on bill/ invoice from CISF/ Fire wing – BHEL –	
	unit Hyderabad. Release of payment may take	
	about 20 to 30 days- payment will be credited to	
	agency bank account through electronic fund	
	transfer mode.	
10	Advance payment will not be released	
11	PENALTY: 0.5% of the contract value per week	
11	or part thereof upto a maximum of 10% of the	
	contract value shall be levied in case of not	
	turnout during checking of fire extinguishers.	
12	Price quoted:	
	Price quoted should be exclusive of taxes and	
	duties. The tenderer should indicate clearly	
	nature of tax applicable to this work.	
	Tax credits will avail by BHEL	
13	Acceptance of General conditions	
14.	Decision of BHEL Representative shall be final	
1 1.	in the matter of inspection at any stage	
15	All items will be carried out as per Annexure-I	
	price bid and scope of work for checking of	
	extinguishers given below (extract of IS:2190-	
	1992)	
16	TURNOVER: 30% of estimate(Rs30,000/-) for 2	
	years period.	
	09-10:	
	08-09:	
	07-08:	
	Turn over certificates signed by CA is to be	
	submitted along with bid.	

Note: Statutory code copies should be submitted along with bid

Procedure for monthly maintenance: (Extract from IS 2190-1992 of page 6 clause 11.5)

- a) Clean the exterior of the extinguisher; polish the painted portion with was polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
- b) Check the nozzle outlet and vent holes as well as the threaded portion of the cap for clogging and check that plunger is clean and moving freely.
- c) Ensure that the cap washer is intact and also grease the threads of the cap plunger etc and wipe clean.
- d) Check I the components of the extinguisher as per the maintenance check list given for each type of extinguisher under Annex C.

C.2 FIRE EXTINGUISHER, WATER TYPE GAS CARTRIDGE

- a) Open the extinguisher, see the water level, throw away the water charge
- b) Examine the extinguisher body internally and externally for corrosion and damaged condition with illuminating probe. Damaged and corroded extinguishers should be removed from service. Corroded gas cartridges should also be replaced.
- c) Examine the gas cartridge for mass, if there is loss of more than 10 percent of original mass, the cartridge should be sent for recharging after being replaced by a charges one. For re-charging, procedure given in 12.4 should be followed.
- d) Examine nozzle strainer, vent holes internal discharge tube, sealing washer replace them if not in good condition, otherwise clean them thoroughly.
- e) Refill the fire extinguisher with clean water.

FIRE EXTINGUISHER FOAM TYPE MECHANICAL

- a) Open the extinguisher; Check the liquid level Pour liquid in separate clean receptacle to see if there is any sediment at the bottom of the cylinder. Reject the charge if there is sufficient sludge formation.
- b) Examine the extinguisher body externally and internally for corrosion or damage Damaged and corroded extinguishers should be removed from service. Corroded gas cartridges should also be replaced
- c) Examine the gas cartridge for mass, if there is loss of more than 10 percent of original mass, replace it fully charged one
- d) Examine the foam generating nozzle, strainer vent holes internal discharge tube ceiling washer etc replace them if not in good condition otherwise clean them thoroughly
- e) Check the operating mechanism for free movements and piercing mechanism for proper working
- f) clean the hose assembly and check it for any dust / sediment at either shrunk ends

FIRE EXTINGUISHER DY POWDER TYPE GAS CARTRIDGE

All dry powder extinguishers should be inspected and maintained in accordance with the following. The dry powder extinguishers should be opened in a dry room and for a minimum possible time to avoid effect to atmosphere moisture on powder

- a) dry powder extinguisher where discharge control is fitted on the nozzle, should be operated before opening the extinguisher to ensure that there is no pressure in the extinguisher
- b) Weigh the extinguisher to check the correct mass of powder filled in it which should be marked on the body of extinguishers and record book when it was first put into service.
- c) Open the extinguisher and remove gas cartridge and see that scaling disc is intact. Weigh and compare its mass with full mass of cartridge marked on it. In case loss of mass more than 10 percent replaced by new cartridge
- d) Check the operating mechanism, discharge control for free movement and closing. Examine nozzle, hose, vent holes, piercing mechanism of cap cartridge holder, grease and wipe clean.
- e) Remove the inner shell and clean for holes
- f) Empty the dry powder in a dry container and examine for checking, lumps and foreign matter, in which case replace it with new dry powder charge
- g) Examine the extinguisher body internally for any damage or corrosion and replace corroded or damaged extinguisher
- h) Clean the extinguisher using dry air
- i) Return the original charge to the extinguisher and fit the cartridge and other fittings.

j) The safety valves and pressure gauges fitted o higher capacity extinguishers should be calibrated in 3 years and recorded in the register.

FIRE EXTINGUISHER CARBON DIOXIDE TYPE

- Examine the extinguisher body externally Damaged or corroded extinguisher should be replaced
- g) weigh the extinguisher t compare mass against the mass marked on it for fully, charged extinguisher it should be sent for refilling if the loss is more than 10 percent of mass, clean and polish externally.
- h) Examine hose, horn and assembly and clean, in case of trolley mounted extinguisher examines the wheel carriage for free movement.

OTHER TERMS AND CONDITIONS:

- 1. Monthly checking of the extinguishers should be done as per IS 2190:1992
- 2. The contract agency should make own arrangements for conveyance for attending work in BHEL.
- 3. Checking and maintenance works should be carried-out under the direction and supervision of OIC, CISF Fire Wing.
- 4. Refilled gas cartridges will be provided by fire station.
- 5. The hydraulic testing should be done for all types of extinguishers (except CO₂ EXTINGUISHERS) Also test certificate should be submitted to the fire station incharge)

Tender Notice No: M&S/P&C/2010/17 Dated: 04.10.2010

PRE QUALIFICATION

- I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.
- 1. Registered / Reputed contractors are eligible, to tender for this work
- 2. Experience having successfully completed "Similar works definition" fire extinguishers checking"
 - i) Experience of having successfully completed similar (fire extinguishers checking) works during last 6 years ending last day of month previous to the one in which applications are invited should be either of the following:-
- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- 3. Average annual financial turnover during the last 2 years, ending 31st March of the previous financial year 2009, should be at least 30% of the estimated cost.
- 4. ESI code no. with proof of allotment.
- 5. P.F.Code no. With proof of allotment.
- 6. PAN number with proof of allotment.
- 7. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender cannot be accepted.
- 8. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
- 9. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
- 10. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.
- I1.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, TPT, Telecom & PD), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.
- (2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.
- III. NOTES:-
- 1. Period of contract shall be 12 months.
- 2. Tenders are on single part bid method (techno commercial bid cum price bid).
- 3. Tender documents can be had through BHEL web-site http://www.bhel.com. / tender notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the technical bid.
- 4. The requisitions for tender documents shall be addressed to Sr.DGM / **M&S**(**P&C**), Ground Floor, 02 Annexe BHEL. Ramachandrapuram, Hyderabad 502 032 along Demand with of "BHARAT HEAVY Draft/Banker's Cheque in favour drawn ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL

Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.

- 5. The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any mis under-standing.
- 6. The tender documents may also be submitted through speed post or by courier to reach within the stipulated date and time.
- 7. Tender bid with out Tender cost as stipulated is liable for rejection.
- 8 BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
- 9. penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
- 10. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost is to be enclosed in technical bid cover.
- 11. Covers (i.e.)
 - common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on cover.
- 12. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value per annum. Thus arriving to total value of the tender along with applicable taxes and duties.
 - 13. The rates quoted by the contractor shall indicate clearly unit rate, amount, and taxes separately as applicable from time to time.
- 14. Payments will be directly credited to tender/ contractor bank account, for such transfers tender should furnish eft mandatory form as per the instructions/ directives of Reserve Bank of India.



No. M&S/P&C/2010/17 Date: 04.10.2010

- 1. Sealed Tenders will be received by the SDGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to 11.00 hours on 22.10.2010 for the work of "fire extinguishers checking" Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in purchase co-ordination, behind cash office at F-gate. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto 21.10.2010
- 2. Tenders must be submitted in sealed covers and should be addressed to the SDGM/M&S(P&C), 02 Annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad 32, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, 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 and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

- 3. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule "Annexure-1". The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
- 6. Tenders not submitted in proper form or in due time will be rejected.
- 7. The offer shall be valid for a period of 90 days from the date of opening of the tender.

OBLIGATIONS OF THE CONTRACTORS:

Annexure - III

- 1. The contractor shall observe
- (a) Weekly rest day
- (b) The Company List of Holidays.
- 2. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for <u>each labour and supervisor</u> engaged by him, and shall submit the same to the Personnel Department/IR section through the contract executing officers before commencement of the work.
- 3. 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.
- 4. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Personnel Department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
- 5. The contractor shall make himself or his representative available at the work spot everyday 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 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 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 erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover (if necessary).

- 13. 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.
- 14. 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 therunder.
- 15. 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.
- 16. 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.
- 17. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
- 18. 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.
- 19. 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 confirm to the provisions of the said Act in regard to such accident.
- 20. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 21. 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.
- 22. 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.
- 23. Not withstanding 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 shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 24. The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 25. The contractor shall not resort to subcontracting under any circumstances.
- 26. The contractor shall provide the required safety equipment to the labours engaged by him.

- 27. Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract.
- 28. A copy of the agreement between contractor and his labour shall be submitted to the personnel department.
- 29. 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.
- 30. The quantities mentioned in the agreement schedule are worked out and may or may not be the actuals required for execution.
- 31. 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.
- 32. 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.
- 33. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
- 34. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 35. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
- 36. 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.
- 37. 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.
- 38. 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.

- 39. 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.
- 40. 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.
- 41. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
- 47. Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only.
- 48. 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.
- 49. Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
- 50. 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.
- 51. 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.