

40. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be removed from the work site at the contractor's expenses.
41. 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.
42. The decision of BHEL(HERP) in respect of the rate of progress and the quality of work or material shall be final.
43. Contractors shall be deemed to have included in his tender, price of all the plants, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the time specified.
44. If at any time, during the progress of work, methods or equipment employed by the contractor 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 take appropriate action so as to ensure the desired progress and/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 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.
45. It is open to the company to lend or supply to the contractor any tools, implement, material 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/ deposit the charges that may be fixed or determined by the company for any such articles or machinery lent or given on hire to the contractor. See schedule "C".
46. Any electric power required for contractors' lighting/ machinery for the purpose of work shall be supplied **FREE OF COST** by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board/ company free of cost. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will **not** be allowed for **cooking** and **room (air) heating** in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.
47. 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.
48. 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.
49. 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 bill due to him.
50. 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.
51. In the event of any question or dispute or 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 the contract.
52. In case of any suit or other legal proceeding arising under this contract, the courts at Varanasi (UP) only shall have the Jurisdiction.



53. The company reserves the right to enter into parallel agreement with one or more contractor(s) at its discretion.
54. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor himself/ herself.
55. The labour employed by the contractor, if found in betting with fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labours 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.
56. Wherever, BHEL/ COMPANY standards are mentioned, same shall be strictly followed.
57. 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.
58. The works have to be carried out as per CPWD Specifications 1977, Wherever CPWD specifications are silent, the work shall be carried out as per BIS specifications. In case of any defect, BHEL will have full right to reject the work or part there of .Such defective work if any, will have to be rectified at contractor's cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
59. The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by Engineer-in-charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90 % of them shall be returned to BHEL at BHEL stores in good condition without any payment therefore. If total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
60. All recoveries due from the contractor for the months /period shall be effected in full from running bills and other dues of the contractor unless specific approval from competent authority is obtained to the contrary. The recoveries interalia will be I.Tax, WCT and other statutory levies at applicable rates, cement cost deduction- issued by BHEL, Water & Electricity charges etc. and any other levies statutory or non statutory paid/ incurred by BHEL on account of the contractor.
NOTE: BHEL General Condition of contract (G.C.C.) will also be applicable in addition to this tender document.

II) Special Instructions:

1. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance 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.
2. Time is the essence of the Contract. Therefore the Contract must be completed within the stipulated contract period.
3. The rates quoted by the contractor shall remain firm for the contract period.



SCHEDULE 'B'

MATERIALS FOR ISSUE TO THE CONTRACTOR

Sl.No.	Materials	Rates
1.	CEMENT	Rs.254/- per bag
2.	Structural steel	FREE OF COST
3.	Reinforcement steel	FREE OF COST
4.	M S Pipe 110 mm diameter	FREE OF COST

SCHEDULE 'C'

TOOLS & PLANT TO BE HIRED TO THE CONTRACTOR

Sl.No.	T & P	Rates
1.	Demolishing Hammer (only if working & available in civil deptt.)	Rs.20/- per hour
2.	Mobile Crane with operator (only if working and free from shop/stores work)	Rs.800/- per hour

Important condition: Work cannot be delayed on the pretext that BHEL has not been able to provide the above equipment. Contractor will have to make his own arrangement if the above T& P is not available.

