



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
FACTORY CIVIL DEPARTMENT**

Name of work:- Repair and Maintenance of BHEL Railway siding 2013-14.

Tender No. FCX / TE / 2 / 22 / R

Date: 18/04/2013

TENDER

Repair and Maintenance of BHEL Railway siding 2013-14.



**FACTORY CIVIL DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
JHANSI – 284129 (U.P.)**

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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NOTICE INVITING TENDERS

(Applicable to all types of contracts)

Phone no 0510-2412385 Fax no 0510-2412119

Email kdgupta@bheljhs.co.in

website www.bhel.com/bhel/tender/login.php.

- 1- Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work – **Repair and Maintenance of BHEL Railway siding 2013-14**. The work is estimated to cost **Rs 11.56 Lakhs**. This estimate, however is given merely as a rough guide
- 2- The tender shall be in the prescribed format.
- 3- The works are required to be completed within **One year** from the fifteen days after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Company/Corporation in the tender documents .the site is expected to be handed over on or about immediately.
- 4- No two or more concerns in which an individual is interested as a Proprietor and /or a partner shall tender for the execution of the same works, if they dose all such tenders shall be liable to be rejected.
- 5- The **DGM - Civil / Estate** shall be the Accepting Officer hereinafter refers to as such for the purpose of this contract.
- 6- Tender documents consisting of plans, specifications, Schedule (s) of quantity of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection at factory civil office from **19/04/2013 to 13/05/2013** between 9 am to 3 pm.
- 7- Tenderers are advised to inspect and examine the site and its surroundings and subsoil (so far as it is practicable), the form and nature of the site, the means of access to the site the accommodation they may be require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he in specs it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 8- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc will be issued to him by the company corporation and local conditions & other factors bearing on the execution of the works.
- 9- A tenderer should quote in figures as well as in word rate (s) tendered.The amounts for each item should be worked out and the requisite totals given. Special care in figures only in such a way that inter pole ration is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs should be written before the figure of rupees and the words 'paisa" after the decimal figures e.g. Rs 2.15 and in case of words, the words 'Rupees' should precede and the words 'paisa' should be written at the end . Unless the rate is in whole rupees and followed by the word 'only " it should invariably be upto two places of decimal.

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- 10-**The work shall be awarded to the overall lowest bidder. The quantities mentioned in the tender shall be used for comparative statement calculation and award of work. The actual quantities can vary during the course of the contract.
- 11-**Tenders shall be received at ADM security gate upto 13:15 hours on the **14/05/2013 (Tuesday)** and shall be **opened at 14/05/2013 (14:00)** hours on the same day in the presence of tendereres who may be present.
- 12-**The tender shall be accompanied be earnest money (unless exempted from depositing it) of **Rs 40,000.00 (Fourty Thousand only)** in BHEL cash receipt (as permissible under Income Tax Act) pay order or Demand draft only in favour of BHEL Jhansi.
- 13-**On acceptance of tender earnest money will be treated as part of the security if applicable.
- 14-**Bharat Heavy Electricals Ltd. Jhansi will return the earnest money, where applicable, to every unsuccessful tendered on the request of the tendered and after award of work to now successful bidder.
- 15-**A tenderer shall submit the tender which satisfies each and every essential condition laid down in this notice, failing which the tender will be liable to be rejected.
- 16-**The Bharat Heavy Electricals Ltd. Jhansi reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 17-**Sales Tax or any other tax on materials in respect of this contract if applicable shall be payable by the contractor and the company /corporate on will not entertain any claim what so ever in this respect.
- 18-**This notice of tender shall form part of the contract documents.
- 19-**The contract may be awarded on overall lowest basis only.
- 20-**Income Tax shall be recovered as per the applicable laws. Presently **income tax @ Rs 2% of gross value** of bill will be recovered from the contractor's bills.
- 21-**Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalty as may be decided and future blacklisting.
- 22-**Offer must be submitted in a sealed cover. The cover should bear our Tender Notice number, due date of opening and name of the bidder.
- 23-**Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
- 24-Payment of stamp duty on security deposit as per stamp duty act 1998 shall be payable.**
- 25-**Tender document consisting of plans, specification, schedule (s) of quantity of the various classes of work to be done, the condition of contract and other necessary documents will be open for inspection and sold on payment of **Rs. 400/- + 14% (VAT) i.e. Rs. 456/-**

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TENDER

To be submitted by 13:15 Hours **on 14/05/2013 (Tuesday)** to ADM - Security Gate.
Tenders shall be opened in the presence of tenderers who may be present, at 14.00 Hours
on **14/05/2013 (Tuesday)** in the office of Tender opening Committee and price bid shall be
opened later.

Issue to contractor

(Herein after referred to as the Company/Corporation)

I/We have read and examined the following documents related to the construction of
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The tender (two bid tender) pages (Total twenty pages) with following documents.

Notice inviting tender.	Page no. 2-3
Checklist / qualifying criteria	Page no. 5-7
SCHEDULE A - List of material issue to the contractor	Page no. 8
SCHEDULE B - List of Tools and Plant issue to the contractor	Page no. 8
SCHEDULE C Special conditions	Page no. 8 To 15
SCHEDULE D Lead statement	Page no. 16
SCHEDULE E Security Deposit	Page no. 16-17
SCHEDULE F Reference to general condition of contract	Page no. 18
Blank price bid	Page no. 19
Price Bid	Page no. 20

General Conditions of contract including Contractor's labour Regulation, Model Rules for
labour Welfare and Safety Code appended to these conditions.

DSR 2007 Schedule of rates (referred is in the General Condition of Contract as Schedule
of rates)

I/We hereby tender for the execution of the works referred to in the aforesaid documents
upon the terms and conditions contained or referred to therein and in accordance in all
respects with the specifications, designs, drawings and other relevant details at the rates
contained in schedule G.

The rates offered in price bid may be fixed under the terms and conditions of the contract
and within the period (s) of completion as stipulated in Schedule "F".

In consideration of I / We being invited to tender , I / We agree to keep the tender open for
acceptance for Ninety (90) days from the due date of submission there of and not to make
any modifications in its terms and conditions which are not acceptable to the
Company/Corporation .

A cash of **Rs. 40,000.00 (Fourty Thousand only)** is hereby forwarded in BHEL Cash
receipt Pay order or demand draft only as earnest money. If /we fail to keep the tender
open as aforesaid or make any modifications in the terms and conditions of the tender
which are not acceptable to Company/Corporation. I/we agree that the Company
/Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100

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% of the said earnest money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provision aforesaid documents.

If, after the tender is accepted, I/we fail to commence the execution of the works as provided in the Conditions, I / We agree that the Company / Corporation shall, without prejudice to any other right or remedy: be at liberty to forfeit the said earnest money absolutely.

QUALIFYING CRITERIA

(I) FINANCIAL SOUNDNESS AND EXPERIENCE

The work is specialized in nature which requires skilful workmanship & timely completion. All the following criteria will have to be met:

- (1) The Bidder should have an Average Annual financial turn over during the last 3 years, ending 31st March 2013 not less than **Rs. 3.47 Lakhs**. (Audited copy of Balance sheets of last 3 years to be enclosed)
- (2) The bidder should have the experience of successfully completing similar works during the last seven years ending 31.03.2013 amounting to values mentioned as under in a completed contract. (running contract in a BHEL unit will be acceptable along with certificate of satisfactory work performance from Engineer – in- Charge)
 - (a) Three similar completed works each costing not less than the amount equal to **Rs 4.62 lakhs. Or**
 - (b) Two similar completed works each costing not less than the amount equal to **Rs 5.78 lakhs Or**
 - (c) One similar completed work costing not less than the amount equal to **Rs 9.25 lakhs**

NOTE : Similar work means all type of Railway Track Maintenance and Railway Track construction and Civil maintenance & Civil construction excluding bituminous road work.

(II) MANDATORY DOCUMENTS

The following documents must be enclosed along with the Techno Commercial Bid, failing which the tender shall be summarily rejected.

1. ESI registration certificate
2. PAN no. and copy of PAN card
3. Service Tax Registration Certificate. Service Tax no. should be PAN based
4. Trade Tax registration (TIN no.)
5. Details of ownership of firm (whether proprietary, partnership or Limited Company). In case of partnership firm and Limited Company, power of attorney authorizing the Partner / Director to submit tender in BHEL Jhansi must be enclosed
6. Details of skilled manpower employed with the firm
7. Details of tools, plants and machinery available with the firm
8. Self Certificate declaring the firm and its proprietor/partners/Directors has never been found guilty by a court for crimes of fraud , dishonesty or moral turpitude

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9. Self Certificate declaring the contractor has never been blacklisted by any BHEL unit, Govt department or any PSU.
10. Self Certificate declaring that the contractor shall abide by all statutory and legal requirements of appropriate government

Note :- PF registration is mandatory for execution of contract agreement However if the contractor dose not have PF registration at the time of submission of tender documents he must submit an undertaking to obtain PF registration within 15 days of issue of Letter of Intent.

(III) LABOUR LICENSE REQUIREMENTS

In case 20 or more labours are employed for the work, the contractor shall be required to submit valid Central Labour License within 15 days of issue of Letter of Intent by the Engineer -in-Charge, failing which the permission to work shall be suspended and the contractor shall be liable to pay Liquidated damages to BHEL in case of delay in completion of work.

(IV) OTHER DOCUMENTS

BHEL reserves the right to ask for any other document / certificate / clarification from the contractor relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication from BHEL, failing which the deemed fit action shall be taken by BHEL.

A checklist of all the essential and desirable documents is placed on page 7 of this tender document. The tenderer shall carefully fill the checklist and submit along with tender document.

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TECHNICAL BID (TOTAL PAGES - page no 1 to)

PART A : Checklist / Minimum qualification criteria

The following are the essential requirements to be fulfilled in order to qualify for price bidding.

SI No	DESCRIPTION	Essential/ Desirable	Enclosed (Y/N)	
I labour laws	(1) Employee's PF & miscellaneous provision act, 1952 (Valid PF code required)	Desirable		
	(2) ESI Number & date (Valid ESI code required)	Essential		
II.	Taxation requirements			
1	Income tax act : PAN Number Required	Essential		
2	Trade Tax / VAT / TIN No.			
3	Service tax PAN Based Service Tax Number Required			
III	BHEL works policy requirements			
1.	EMD Rs 40,000/- in the form of Cash / Pay order / Demand draft or 2 lakhs in one time. Please furnish all details for one time EMD.	Essential		
2.	Acceptance of Terms & conditions - Signature on all pages without conditions of contractor			
3.	Blank price bid duly signed by the contractor.			
IV.	Financial soundness			
1	Income tax returns for last three 3 years.	Desirable		
V	Qualifying Criteria			
1.	Average annual financial turnover during last 3 years ending 31st March 2013 not less than Rs. 3.47 lakhs	Essential		
2.	Similar completed work during last 7 years ending 31 th March 2013 should be either of the following.			
(a)	Three similar completed works, each costing not less than the amount equal to Rs. 4.62 lakhs .			
(b)	Two similar completed works, each costing not less than the amount equal to Rs. 5.78 lakhs .			
(c)	One similar completed work costing not less than the amount equal to Rs. 9.25 lakhs .			
VI	Detail of technical and skilled manpower			
VII	Self Declaration that contractor has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude	Essential		
VIII	Self certificate for not been blacklisted by any BHEL unit or any other organization where he has worked			
IX	Self certificate that contractor will abide by all statutory and regulatory requirements while carrying out the work			
Note 1: Non Fulfillment of any/all of the above requirements can entail disqualification of the bidder.				
Note 2: For similar work refer page 13 clause no 45				

All the above conditions accepted

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SCHEDULE "A"

MATERIALS FOR ISSUE TO THE CONTRACTOR

S.No.	Particulars	Rs	Issue from
1	NA	NA	NA

SCHEDULE "B"

TOOLS, PLANT AND BUILDING TO BE HIRED TO THE CONTRACTOR

Sl.No.	Particulars	Issue Charges
1	X Type quarter if available	Rs 500/- per month
2	Typr - II quarter if available	Rs 1000/- per month
3	Store building if available	Rs 25/- per square metre of plinth area per month
4	Jack Hammer if available	Free of cost
5	Craw bar if required	
6	Sabbal if required	
7	Pick axe if required	
8	Spanner if required	
9	Gauge if required	
10	Railway Trolley if required	
11	Tongs if required	
12	Crane if available	
13	Tongs if required	

SCHEDULE "C"

SPECIAL CONDITIONS OF CONTRACT

1. The BHEL General Conditions of contract shall an integral part of this contract. (The BHEL General condition of contract may be seen in civil Office)
2. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
3. The following General Conditions of Contract shall not be applicable; they shall be treated as deleted: 9(d), 34.A.2, 34.A.3, 34.A.4, 34.A.5, 34.A.6, 34.A.7, 34.A.8, 34.A.9, 34.A.10, 34.A.11, 34.A.12, 51.1 (b), 51.2, 51.3, 52.1, 53(b).2, 53(c), 53(d), 53(e), 53(e).1.
4. The contractor shall take necessary precautions for the safety of his workmen.
5. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same .The decision of Engineer in charge is such case shall be final and binding on contractor.

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6. The contractor will follow all safety rules required in connection with execution of such type of works.
7. The contractor will have to get his workman insured at his cost. Work order will be issued on productions of this document to the deptt.
8. The contractor shall make his own arrangement for his residing the supervisor near by the township for execution/interest of work. If available the BHEL can provide the accommodation at commercial rent (electric charger and water charge extra) as per rule.
9. The Workman Compensation Act, its implications, licensing and liabilities of Minimum Wages Act will be entirely the responsibility of the contractor.
10. The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.
11. No minor worker will be allowed to work.
12. The contractor is advised to take insurance policy to cover accident risk under Workmen's Compensation Act in respect of workmen engaged by him.
13. Contractor will have to ensure that the work places are entirely cleaned
14. In case any time contractor fails to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.
15. **EXECUTION OF CONTRACT:**
- 16.1 The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electrical Limited. The successful tenderer shall be required to execute a contract in the "Prescribed form" as per GCC with BHEL within 15 days after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.
- 16.2 The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.
- 16.3 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 16.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 17 Work shall be carried through out work period (contract period) without interruptions due to any Sunday /holiday round the clock and contractor has to make suitable arrangement for the same without any extra compensation.
- 18 The contractor has to obtain registration numbers service tax code & account code etc from commissioner ate of central excise and service tax , Kanpur without which tender shall not be issued . He shall have to comply with the requirement of the commissioner ate.
- 19 The payment shall be made on the basis of measurement only as per unit given in schedule The contractor or his supervisor /authorized person maintained a register and entry the work /measurement immediately and verified daily/after the work by BHEL supervisor .

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20 MEASUREMENT OF WORK AND MODE OF PAYMENT

- 20.1 All payments due to the contractor shall be made by 'Electronic Fund Transfer'. For this purpose the contractor has to give his account details in the standard format to be provided by BHEL Jhansi.
- 20.2 All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the party will sign in that.
- 20.3 All recoveries due from the contractor for the month/period shall be affected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I. Tax, VAT, Water charges etc.
- 20.4 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 20.5 The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for Measurement or re-measurement.
- 20.6 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 20.7 Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender Specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE :- Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

- 21 The works have to be carried out as per INDIAN RAILWAY specifications on labour basis. In case of defective 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.
- 22 The contractor shall have to make his own storage sheds for materials.
- 23 Electric power for the legitimate use in the work shall be provided free of cost.
- 24 The contractor shall get the daily attendance of staff engaged by him for the track laying work initiated form the engineer- in charge or by his authorized representative .
- 25 The quantity of each item has been mentioned in the tender on tentative. The actual quantity will be as per work given. The quantity may be variate as per requirement. The contract may be awarded on qverall lowest basis only.
- 26 Water charges @ 1% shall be deducted from the bills.
- 27 The contractor will have to depute a representative who shall (in the absence of the contractor) report to the departments on all working days and liaison with the supervisor in charge for the works to be undertaken. The quantum of work shall vary form day to day and season to season. Failure to complete

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- the work during peak season and failure to undertake the work during lean season can result in termination of the contract, for which contractor shall not be entitled to any compensation.
- 28 Bharat Heavy Electrical Ltd does not bind it self to accept the lower or any tender but reserve to it self the right to accept or reject all or a part of any tender at its discretion . The work may be awarded to one Contactor overall on lowest basis.
- 29 Welding set, cutting set including oxygen and DA cylinder and electrodes shall be issued by BHEL free of cost.
30. The supplier shall furnish proper account of material issued by BHEL form time to time and make good the deficiencies found, if any.
31. following facilities shall be provided by BHEL free of cost.
- (a) Electrical power for fabrication and assembly shall be provided at one point
- (b) Compressed air for fabrication and assembly shall be provided at one point.
32. Each set of points & crossing and diamond Crossing shall be taken equivalent to 100 meters.
33. The contractor shall inform well in advance in writing the requirement of various items which are to be supplied by BHEL .
34. The contractor shall employ labor (such as mate keymen, gangman, trolley man etc) Having adequate experience in track maintenance/ laying the minimum strength of labour force shall be as per standard norms of Indian Railway, Which are as follow:
- | | |
|--------------------|-------------|
| Gangmen/Trolleyman | 1.22 per km |
| Keyman | 0.16 per km |
35. In addition to the above the contractor shall also engage a super visor having wide supervisor experience of permnet way and held at least the rank of PWI on Indian Railway ways. He will inspect the work at least twice a week and issue necessary instruction to the workers.
36. The contractor shall keep the point level xes and the switch portion of the point & crossing clean and well oiled and in proper working condition at all time during the entire period of contract.
37. The curves, points and crossing, bridge level crossing etc. shall be inspected at regular intervals. The Schedule of inspection, made by the engineer - in-charge must be adhered and any defects detected in the course or such inspections, shall be rectified promptly and as per the direction of the engineer - in-charge.
38. It will be the responsibility of the contractor to contact the concerned Indian railway authorities for getting the Inspections done during the year before march and getting the safety certificate issued , which the contractor Will submit to the engineer - in-charge promptly, and further payments to the contractor shall be released only after the production of the safety certificate from the concerned railway authorities.
39. The scope of work for item no- 1 of schedule - A shall broadly cover the following:
- A. Through packing of track including following operation (minimum one round over the entire track length in year)
- (a) Opening of the road
- (b) Examination of rails, sleepers and fastenings
- (c) Squaring of sleepers
- (d) Slewing of track to correct alignment
- (e) Gauging of track
- (f) Packing of sleepers.
- (g) Repacking of joint sleepers and other inadequately packed sleepers
- (h) Boxing ballast section and tidying.
- B. Picking up slacks (any number of times ad per required round the year).
- C. Lubrication of and oiling of fish plate & bolts (minimum once a year after the entire track length)
- D. Creep adjustment (as and when required).
- E. Overhauling of track (25% of the entire ballast rack length in a years)
- F. Overhauling of level crossing (minimum once a year on all of level crossing)
- G. Overhauling of points & crossing (Minimum twice a year on all crossings.)
- H. Repairs to dues and cleaning of side catch water drains (immediately before and during rainy season over entire track length)
- I. Earth work for repairs to banks and cutting (round the year particularly during and immediately after the rains)
- J. Clearing grass/ vegetation & pruning of trees (minimum twice a year over the entire track length)

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K. Emergency works (as and when required)

In case of emergencies such as accident, department and the contractor shall attend to restoration work. A committee shall be appointed by DGM-Civil B.H.E.L Jhansi to ascertain the cause of such accident/ Derailment. The contractor's authorized representative shall also be associated as the member of committee. The findings of the committee as accepted by DGM (Civil & Estate) shall final & binding on the contractor.

In case it is established that the case of accident/ derailment is faulty maintenance of permanent way contractor, the contractor will be penalized by an amount of Rs 2000/- plus 10% of the cost of repairs to the rolling stock as assed by DGM – Civil and no additional payment shall be made for restoration work.

1. Renewal of track material (as and when required)

40. Track material such as rail, sleepers, point and crossing, diamond crossing , fittings & fastenings etc. Shall be M. Push Trolley (as and when required)

41. Workers required to work inside factory area shall have to follow the factory shift timings and follow security rules. The work shall normally be arranged on working days only. However , it may also be arranged on Sunday/Holiday /Late hours as directed by Engineer – in Charge Specific written permission of the Engineer – in – charge and chief of security shall be required for executing the work beyond normal working hours.

42. It will be the responsibility of the contractor /PWI to carryout joint inspection along with engineer in charge of his representative at least once in two weeks and submit. Joint inspection report.

43. Routing Track inspection:

The PWI SHALL Inspect the entire section atleast one week or more often as necessary and shall:

- (I) Take note of the kilometrages requiring immediate attention and direct and instruct the mate for doing the work.
- (II) Check the gangs work done on the previous days in detail and take remedial actions on any short comings.
- (III) Prepare schedule / programme for round the year systematic maintenance of railway siding .with consultation of the Engineer- in- charge, immediatly after award of work and ensure systematic work to the, Round the year schedule/programme for track maintenance.
- (IV) Instruct and upgrade men at methods of work.
- (V) Mark and Initial musters of key men, gang men, trolley men, and mate.
- (VI) Check the correctness of the gauge and sprit levels with gangs once a month.
- (VII) Arrange for replaying of all unserviceable tools and plant sand defective of periodically examined.
- (VIII) Wnsure that mate, keymen , gangmen ,trolley men, have a Knowledge of rules in which they should be regularly cancelled and periodically examined.
- (IX) Check the tools, safety equipment and materials with gangs once a month.
- (X) He shall maintain the progress of the maintenance work in a gang chart which shoud be up dated every time he makes a round of inspection.
- (XI) Measure and maintain the 'reep' of rails once in 3 month in creep register.
- (XII) Conduct detailed inspection of points and crossing and record the findings in appropriate points and crossing register. The points and crossings inspection shall be done once in 3 month for each points and crossings.
- (XIII) Take versine and super slevation and gauge readings of all curves in the section ad record the findings in the 'curve inspection register' where in each curve should be thus checked once in 3 months on cyclic order.
- (XIV) He shall specially be vigilant and check for and maintaining the relevant track parameters as per 'Indian Railway s schedule of standard dimensions for railway' Any infringement should be promptly removed.
- (XV) The PWI shall prepare monthly progress report of the works under his contral and submit the same to the engineer – in- charge of the contract by 2nd of each month.
- (XVI) The PWI shall keep liaison with concerned Indian Railways authorities and accompany periodical

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Obligatory inspection by the Indian Railway officials and obtain the fitness certificate' for the BHEL Railway siding.

- (XVII) The PWI should also act as an extension to the contractor to ensure that the rules laid down in Acts and regulation and as modified from time. Are stricity complied with.
- (XVIII) The PWI should maintain a ' Material Transaction Register' which should show details of all materials received from BHEL and used for the maintenance of the track.
44. Similar work means all type of Railway Track Maintenance and Railway Track construction and Civil maintenance & Civil construction excluding bituminous road work.

45. Compensation for Delay: (L D Clause)

1. If the contractor fails to maintain the required progress as per contract or to complete the work and clear the site on or before the contract.
Or extended date – period of completion, he shall, without prejudice to any other sight or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in condition 14 or that the work remains incomplete.

This will also apply to items and groups of items for which separate period of completion has been specified.

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 1 percent per week
- Exceeding 6 months and not exceeding 2 years @ 1/2 percent per week
- Exceeding 2 years @ 1/4 percent per week

1.2 Provided always that the total amount of compensation for delay to be paid under the condition shall not exceed the under-noted percentage of the contract value or of the contract value of the item or group of item of work for which a separate period of completion is given.

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 10 percent
- Exceeding 6 months and not exceeding 2 years @ 7 ½ percent
- Exceeding 2 years @ 5 percent

1.3 The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company/ corporation.

TERMS & CONDITIONS OF THE TENDER

- 46- The contractor shall comply with the following general terms, conditions and special instructions. The contractor shall fully comply with the following enactments:
- a. Contract Labour (R&A) Act, 1971..
 - b. Minimum wages as mentioned from time to time .
 - c. Payment of Wages Act.

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- d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. Stamp duty Act, 1898
 - h. The company's instructions as issued from time to time in regard to working hours,
wages, leave, holidays etc.
47. if the contract is awarded the contract then he should apply for form -V from BHEL to obtain Labour licence from Appropriate Government and submit the same and PF registration (PF Code no) within one month from the date of award of contract . Till then award will be treated as PROVISIONAL.
48. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.
- a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
 - e. Form XVII - Register of wages-cum Muster Roll (in case of weekly payment).
 - f. Form XIX - Wage slip (Rule 78 (b)).
 - g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
 - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
 - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
 - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
 - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

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The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

49. Indemnity clause

That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

50. Legal compliance clause

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

51. The work shall be supervised by the contractor or through the Authorized representatives on day to day basis.
52. The Contractor shall compensate BHEL for any loss or damage to the Plant / property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
53. In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

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54. Security deposit will be released on submission of following certificates from departments mentioned as under:-
55. A. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
B. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final
56. **Arbitration clause & governing law**
All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive Jurisdiction of Jhansi court.

SCHEDULE " D "
LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	Material issued by BHEL	BHEL Store	1 KM

SCHEDULE "E"
Security Deposit

Security Deposit – As per Work policy

Security Deposit should be collected from the successful tender. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	10%	Rs.	100000 /-
7.5% of Balance upto 50 lakhs			11700 /-
Total Security		Rs.	111700 /-

- (i) Cash (as permissible under the Income Tax Act)
(ii) Pay Order, Demand Draft in favour of BHEL, Jhansi.
(iii) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Jhansi and discharged on the back).
(iv) The above security amount is tentative. Final amount will be as per agreement amount.
(v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL, Jhansi.

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- (vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL Jhansi, duly discharged on the back.
- (vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills.
- (viii) EMD of the successful tender can be converted and adjusted against the security deposit.
- (ix) The Security Deposit shall not carry any interest.

Note:

Acceptance of the Security Deposit against SI No (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, Jhansi. However BHEL, Jhansi will not be liable or responsible in any manner for the collection or interest or renewal of the documents or in any other matter connected therewith.

I/we agree with the above

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**SCHEDULE "F "
Reference to general condition of contract**

Condition No .			
3(b)	Accepting Authority		DGM – Civil & Estate
3 (i)	Market Rate percentage addition to cover overheads and profit.		-
9	Earnest money : security deposit		
	(a) Estimated cost of the works		Rs – 11.56/- lakhs
	(b) Earnest money -		Rs- 40,000.00
	(c) Security deposit The rate of security deposit as		
	Upto Rs. 10 lakhs	10%	Rs. 100000/-
	7.5% of Balance upto 50 lakhs		Rs. 11700/-
		Total Security	Rs. 111700/-
10 (iv)A (A)	Permissible deviation limit for any contract item , substituted item or contract -cum substituted item in excess of the original value of the item (Applicable percentage Rate Contracts)		10 percent or Rs 10,000 whichever is higher
10 (vi)A (b)	Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only)		
10 (vii)A (c)	Permissible deviation limit for items of work not already included in the contract.		10%
11 (vii)B (a)	Permissible deviation limit for an individual trade item.		
12	Suspension of work		
12 (b) (ii)	Percentage payable to cover Contractors indirect expenses for suspension exceeding thirty days and not exceeding 3 months.		NA
(C)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months.		NA
13	Time allowed for execution of work		One year
13 (h)	Authority competent to decide if “any other cause ' of delay is beyond Contractor’s Control.		DGM – Civil & Estate
32	Authority competent to reduce compensation amount		DGM – Civil & Estate
33	Defects liability period.		Three Month
57	Authority for appointing arbitrator		Unit Head

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BLANK PRICE BID

s no	DESCRIPTION OF ITEM	Unit	Qty	Rate offered by contractor	Amount
a	b	c	d	e	F=d x e
1	Round the year systematic maintenance of private railway siding of BHEL, Jhansi (form DS point at Khajrah stn.To inside factory premises) in conformity with Indian Railway standards/ norms /specification as detailed in Indian Railway Permanent way Manual.	Km Month	124.8		
2	Laying and through packing of stone ballast as per Indian Railway standads including lead upto 500 meter and lift upto 6 meter. The item shall also include necessary excavation (upto 50m.)	M3	100		
3	Supply and stacking of granite stone aggregate of 40 mm nominal size as per CPWD specification 1997 along the railway track within 20 meters from the center line of the track as directed by the Engineer in charge. (No deductions for the voids)	M3	120		
4	Supply of Two way Keys good quality suitable for 90 Lb rail section confirming to Indian Railway standards.	nos	100		
5	Supply of fish Plates good quality suitable for 90 LB rail section confirming to Indian Railway Standard.	nos	2		
6	Supply of Square head 125x25 mm fish Plate bolts good quality with hexagonal nuts confirming to Indian Railway standards.	nos	24		
7	Supply of Tia Bar good quality confirming to Indian Railway standards.	nos	30		
8	Supply of Rail Screw good quality confirming to Indian Railway standards.	nos	10		
9	Supply of Dog, spikes 150x16 mm good quality confirming to Indian Railway standards.	nos	6		
10	Supply of Loose jaws good quality confirming to Indian Railway standards.	nos	10		
11	Supply of Centre split MS cotters good quality confirming to Indian Railway standards.	nos	200		
12	Supply of PCC sleepers confirming to Indian Railway standards	nos	5		
	Sub Total A	Rs.			
	service tax (as applicable) Extra	Rs			

Contractor should not offer rates in blank price bid

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PRICE BID

s no	DESCRIPTION OF ITEM	Unit	Qty	Rate offered by contractor	Amount
a	b	c	d	e	F=d x e
1	Round the year systematic maintenance of private railway siding of BHEL, Jhansi (form DS point at Khajrah stn.To inside factory premises) in conformity with Indian Railway standards/ norms /specification as detailed in Indian Railway Permanent way Manual.	Km Month	124.8		
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12	Supply of PCC sleepers confirming to Indian Railway standards	nos	5		
	Sub Total A	Rs.			
	service tax (as applicable) Extra	Rs			

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