



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

TENDER

(TENDER NOTICE NO. FCX/ TE / 4 / 02 / R)

Repair and maintenance of BHEL railway siding for year 2014-15.



**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)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

DETAILS OF TENDER DOCUMENTS

The tender document has been detailed as follows:

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Tenderers (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) Contractor's obligations (Annexure F)
- g) Other General Terms and Conditions (Annexure G)
- h) Criteria for measurement of work (Annexure H)
- i) Technical Bid Application (Annexure I)
- j) Price Bid

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for Tender No. **FCX/ TE / 4 / 02 DATED 28/05/2014**" should reach us in a sealed cover on or before **24/06/2014 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120

Note: Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

CONTENTS

Sl. No.	Description	ANNEXURE NO	No. of Pages
01.	Notice Inviting Tender	A	1- page No. 3
02.	Work Specifications	B	1- page No. 4
03	Qualifying Requirements	C	1- page No. 5
04.	Instructions to Tender	D	1- page No. 6
05.	Tender Evaluation Criteria	E	1- page No. 7
06.	Contractors obligations	F	3- page No. 7-9
07.	General Terms & Conditions	G	12- page No. 9-20
08.	Measurement of work	H	4- page No. 21-24
09.	Technical Bid	I	3- page- 25-27
10.	Price Bid	J	1 - page- 28

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure' A' - NOTICE INVITING TENDER

1. **SCOPE OF WORK** : **Repair and maintenance of BHEL railway siding for year 2014-15.**
2. **Tender Evaluation Criteria** : **As per Annexure - E**
3. **Duration of the Contract** : **one Year From**
4. **Other specific requirements:** **As per Tender**
5. **Last date of issuing of the tender** : **23/06/2014**
6. **Last date of receipt of the Tender** : **up to 13:15 hours on 24/06/2014**
7. **Date of opening of Tender** : **14.00 hours on 24/06/2014**
8. **Address for receipt/issue of Tender** : **Sr. DGM- Civil, CPR, CSR & Estate Bharat Heavy Electricals Limited Jhansi**
9. **Earnest Money Deposit** : **Rs. 40,000/-**
Payable in the form of Demand
Draft /Banker's Cheque in favor of
BHEL, Jhansi and copy of receipt
may be enclosed along with tender form
or
One time EMD of Rs.2 Lakhs can also be deposited
in above form and copy of receipt may be enclosed
along with tender form.
 1. In case of successful tenderer EMD will be converted
and adjusted against the security deposit.
 2. In case of others the EMD shall be returned within 15 days of acceptance of
award of work by the successful tenderer).
10. **Cost of Tender Document** : **400 + 14% VAT= Total Rs. 456/-**
(Rs. Four hundred fifty six only)
(payable through a Separate Demand Draft in
favour of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from
website)
11. **Security Deposit** : **Refer Annexure G**
12. **Total approximate cost of work** **Rs. 11.63 Lakhs**

NOTE :

1. **THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.**
2. **FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE "www.bhel.com" & "www.bheljhs.co.in"**

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure 'B'

WORK SPECIFICATION

S. No.	JOB/ACTIVITY	UNIT OF MEASURE- MENT (Nos./ Kgs./Mtr./ words etc.)	QUANTUM OF WORK ANNUAL
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 standards 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

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure 'C'

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) Should have UPVAT/TIN No. and /or CST no. (Whichever is applicable) if material is supplied/ consumed. Certificate Issued by sales Tax Dept to be enclosed.
- 4) Self declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL as per Annexure "-----... "
- 5) Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure "...."
- 6) Should have independent ESI Code number.
- 7) Blank Price Bid as per annexure " J"
- 8) **a. Average Financial Turnover:** Average Annual financial turnover from during the last 3 years, ending 31st March 2014 not less than **Rs. 3.49 Lakhs**. Duly audited Financial Statement/ Balance sheet / **Certificate from CA to be submitted as a supporting document.**
b. If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
- 9) ***Experience** of having successfully completed similar work (Similar work means all type of Railway Track Maintenance and Railway Track construction and Civil maintenance & Civil construction) during last 7 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 each costing not less than the amount equal to **Rs. 4.65 Lakhs.**
Or
 - b. Two similar completed works each costing not less than the amount equal to **Rs. 5.81 Lakhs.**
Or
 - c. One similar completed work, each costing not less than the amount equal to **Rs. 9.30 Lakhs.**
- 10) ***Documentary proof (Execution Certificate)** for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.
- 11) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 12) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
 - (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
 - (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - (iii) Society : Registration certificate issued by Registrar of societies.
 - (iv) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure 'D'

INSTRUCTIONS TO TENDERERS

(For Two Part Bid System)

Above tender is in two Bid System (Techno Commercial Bid & Price Bid).

- 1) The tender is to be submitted in two parts viz a) Techno Commercial bid and b) price/rate bid.
 - a) Techno-Commercial Bid-The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscripted as "Tender for TECHNO-COMMERCIAL BID". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.
 - b) Price Bid-The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "**(Name of Work) Repair and maintenance of BHEL railway siding for year 2014-15. PRICE BID**". Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/bypassed.
- 2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as "**TENDER FORTENDER Enquiry NO FCX/ TE / 4 / 02 / R DUE DATE OF OPENING 24/06/2014 (TUESDAY)**" The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
- 3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 4) All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
- 5) Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM. (Annexure V)
- 6) The rate quoted will be valid for the period of contract.
- 7) The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
- 8) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of opening of sealed envelope price bid submitted by bidder. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid. Non -acceptance to participate in RA may result in non-consideration of your bid, in case BHEL decide to go for RA.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

**Annexure 'E'
TENDER EVALUATION CRITERIA**

The evaluation of the Tender will be carried out as follows:

- 1. BHEL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.**
- 2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.**
- 3. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.**
- 4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.**
- 5. In case of tie between two or more than two bidders for L1 price . Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"**

**Annexure 'F'
CONTRACTOR'S OBLIGATIONS**

A) CONTRACTUAL

Towards selection, control and supervision of employees

- i) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- ii) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- iii) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- iv) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- v) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- vi) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- vii) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

- viii) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- ix) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- x) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- xi) **Uniform:** The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE. The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.
The stitching and logo charges should be borne by the contractor.
Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.
- xii) **Bus Pass :** Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- xiii) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- xiv) **Tools, tackles and materials :** Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.

B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

C) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid.

Annexure 'G'

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF
WORKERS UNDER WORKS CONTRACT.**

SECURITY DEPOSIT

1.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

UptoRs 10 Lakhs	10%
Above Rs 10 Lakhs & uptoRs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs

1.2 The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, KisanVikasPatras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- h) The Performance Security Deposit shall not carry any interest.

2. Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Sl	Performance Security Deposit	Stamp Duty Applicable
1	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2	Securities available from Post Offices such as NSC, KisanVikas Patra etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000

3 LABOUR LICENCE AND OTHER REQUIREMENTS:-

(a) Labor License

- i) Contractor shall within 5 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.

(b) Personal Accident Insurance Policy

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below..
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

4 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

4.1 The contractor shall submit the following to HR, contracting department and CISF

- (a) The details of the worker proposed to be deployed.
- (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. Annexure II

4.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.

4.3 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.

4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III.**

5. ATTENDANCE AND PAYMENT OF WAGES

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- b) The contractor shall pay minimum wages as applicable of the Appropriate Government.
- c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- d) The contractor shall make payment to the his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- e) The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- f) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

6 Payment of bills

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- e) Wage payment sheet for the bill period as per annexure IV.
- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance
- h) List of CL covered under accident insurance policy
- i) Statement of material supplied by the contractor if any
- j) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid
- l) Proof of Personal Accident Insurance Policy along with bill

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & documents as above forward them to Finance through HR department.

After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

7.0 Provident Fund

- a) The contractor should get independent EPFcode before deployment of his contract worker against work contract.
- b) The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- c) In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- d) After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

- e) The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

7.1 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>
12% of Normal wages paid (Coverage Rs.6500/- on Employee's/ Employers Contribution).	PF Contribution 3.67% Insp/AdmnCharges 1.10% Admn/Insp Charges 0.01% Pension Fund 8.33% EDLI Charges <u>0.5%</u> Total <u>13.61%</u>

- 7.2 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

8 Employees State Insurance

- a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- b) At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- c) The Contractor shall facilitate collection of issued ESI cards by his worker.

8.1 ESI CONTRIBUTION :-

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

- 8.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for 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 78(1) (a) (i)
- d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- f) Form XIX - Wage Slip (Rule 78)(1) (b)
- g) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

- l) Form XII – Register of Adult Workers
- m) Form XIV – Leave with wage register
- n) Form XV – Leave book

8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement alongwith received copy of Form-D to L.E.O Office.

10.0 LEAVE WITH WAGES TO CONTRACT LABOUR:-

10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.

10.2 The contractor will give three paid National Holidays to his employees.

11.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION/ INTIGRITY PACT

- a) BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- b) 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 statue 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.
- c) The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

d) In case of contract estimate is equal to or more that Rs. 10 Corer Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

12.0 OTHER GENERAL TERMS AND CONDITIONS :-

Legal compliance

a) 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,

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) 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.
- d) 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.
- e) Security deposit will be released on submission of following certificates from departments mentioned as under:-
 - i) Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department
 - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) 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.

13.0 Risk & Cost: If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

14.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

15.0 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

16.0 TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

17.0 SUSPENSION

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

18.0 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

19.0 ARBITRATION :-

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.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

**Annexure "I" गेट पास आवेदन प्रपत्र
(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)**

1. ठेकेदारकानाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनोंक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक कानामजन्म तिथि/आयु.....

पिता का नाम पहचान चिन्ह

स्थाई पतावर्तमान पता.....

शैक्षिक योग्यता

भविष्य निधि खाता संख्याकर्मचारीरा.बीनिगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनोंक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर
(दिनोंक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनोंक एवं मोहर सहित)

संविदाश्रमिक
काहस्ताक्षर
युक्तफोटो(ठेके
दार द्वारा
सत्यापित)

आवंटित गेट पास सं0..... दिनोंकहस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर
(दिनोंक एवं मोहर सहित)

के0ओ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तकसे.....तक श्री
नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।
पास संख्याजारी होने की तिथि से दिनोंकतक ही वैद्य होगी तथा
प्रत्येक माह / तीन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई
बी0 एच0 ई0 एल0 झॉसी (उ0 प्र0)

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

**Annexure "II"
FORM XIV**

**(See Rule 76)
Employment Card**

Name and address of contractor

Nature of work and location of work

Name and address of Establishment
In/ under which contract is carried on

Name and address of Principal Employer

1- Name of the workmen :.....

2- Serial no. In the register of
Workmen employed

3. Nature of employment / designation

4. Wage rate with particulars of unit
In case of Piece – work.

5. Wage Period

6. Tenure of employment

Remark

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor
 Nature of work and location of work
 Name and address of Establishment
 In/ under which contract is carried on
 Name and address of Principal

S.N o.	Name and surnam e of workma n	Ag e an d se x	Father' s Husband 's Name	Nature of employe nt / designat ion	Permane nt home address of workmen (villag e and tehsil) and taluk and distic t	Local addre ss	Date of comencem ent of employe nt	Signatu re of thump impression of workmen	Date of terminat ion of employe nt	Reasons for terminat ion	Rema rk
1	2	3	4	5	6	7	8	9	10	11	12

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure “IV”

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----
CONTRACTING DEPARTMENT-----
CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
19.												
20.												
21.												
22.												
23.												
24.												
25.												
26.												
27.												
28.												
29.												
30.												
31.												

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure'H'

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following: -

S. No.	JOB/ACTIVITY	UNIT OF	QUANTUM OF WORK ANNUAL
1	Round the year systematic maintenance of private railway siding of BHEL, Jhansi (form DS point at Khajrahstn.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 standards 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

- 3) Payments will be made to the contractor on the basis of work carried out by him.
- 4) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
- 5) Measurement Book to be maintained for the work carried out daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

- 6 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.
- 7 The contractor shall have to make his own storage sheds for materials.
- 8 Electric power for the legitimate use in the work shall be provided free of cost.
- 9 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.
- 10 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 overall lowest basis only.
- 11 Water charges @ 1% shall be deducted from the bills.
- 12 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 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.
- 13 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.
- 14 Welding set, cutting set including oxygen and DA cylinder and electrodes shall be issued by BHEL free of cost.
- 15 The supplier shall furnish proper account of material issued by BHEL form time to time and make good the deficiencies found, if any.
16. 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.
17. Each set of points & crossing and diamond Crossing shall be taken equivalent to 100 meters.
18. The contractor shall inform well in advance in writing the requirement of various items which are to be supplied by BHEL .
19. The contractor shall employ labour (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 fellow:

Gangmen/Trolleyman	1.22 per km
Keyman	0.16 per km
20. In addition to the above the contractor shall also engage a super visor having wide supervisor experience of permanent 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.
21. The contractor shall keep the point level axes 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.
22. 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 thecourse or such inspections, shall be rectified promptly and as per the direction of the engineer - in-charge.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

23. 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.

24. 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)

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 Sr. 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 Sr. 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 Sr. DGM – Civil and no additional payment shall be made for restoration work.

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

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

26. 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.

27. 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.

28. Routing Track inspection:

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

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

- (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 shortcomings.
- (III) Prepare schedule / programme for round the year systematic maintenance of railway siding .withconsultation of the Engineer- in- charge, immediately 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) Ensure that mate, keymen, gang men,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 should be up dated every time he makes a round of inspection.
- (XI) Measure and maintain the 'creep' 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 elevation 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 control 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 periodicalObligatory 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 strictly 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.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

Annexure'I'

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A) Essential Documents Required

1. Name of the firm : -----

(Documents as per clause 12 of annexure C to be attached)

2. Name of the Proprietor/Partners : _____

3. Address and Contact Numbers : _____

4. ESI Code Number : _____

Copy of the ESI Certificate Enclosed / Not Enclosed

5. PAN/TAN Number : _____

6. Service Tax Number(PAN Based) : _____

7. UPVAT/TIN Number/CST No. : _____

Copy of Certificate Enclosed / Not Enclosed

(To be submitted only in case where material transaction is Involved)

8. Audited financial statement/CA Certificate as per tender :

Enclosed / Not Enclosed

9.. Experience Certificate : Enclosed / Not Enclosed

(Along with copy of work order/LOI to be submitted)

10. No. of Workers including Supervisors on the rolls of the firm : _____

11. Earnest Money Deposit : Rs. _____

a) D.D. Number & Date : _____ Date _____

b) Drawn on (Bank) : _____

12. Any other relevant information: _____

13. Tender Cost :Rs. _____

D.D. No. /Receipt No : _____

14. Validity of offer : _____

(At least 90 days from the date of tender Opening.)

15. Blank Price bid format : Enclosed/Not Enclosed

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

(B) Desirable:

1. PF Code Number: _____

Copy of the PF Certificate: Enclosed / Not Enclosed

2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed

3. Acceptance of RA : Accepted/Not accepted

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

NOTE (1) : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

BLANK PRICE BID

s no	DESCRIPTION OF ITEM	Unit	Qty	Rate	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	8206.25	1024140.00%/(Above /Below Item no 1 to item no 12
2	Laying and through packing of stone ballast as per Indian Railway standards including lead upto 500 meter and lift upto 6 meter. The item shall also include necessary excavation (upto 50m.)	M3	100	35.35	3535.00	
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	404.00	48480.00	
4	Supply of Two way Keys good quality suitable for 90 Lb rail section confirming to Indian Railway standards.	nos	100	35.35	3535.00	
5	Supply of fish Plates good quality suitable for 90 LB rail section confirming to Indian Railway Standard.	nos	2	277.75	555.50	
6	Supply of Square head 125x25 mm fish Plate bolts good quality with hexagonal nuts confirming to Indian Railway standards.	nos	24	60.60	1454.40	
7	Supply of Tia Bar good quality confirming to Indian Railway standards.	nos	30	454.50	13635.00	
8	Supply of Rail Screw good quality confirming to Indian Railway standards.	nos	10	30.30	303.00	
9	Supply of Dog, spikes 150x16 mm good quality confirming to Indian Railway standards.	nos	6	30.30	181.80	
10	Supply of Loose jaws good quality confirming to Indian Railway standards.	nos	10	30.30	303.00	
11	Supply of Centre split MS cotters good quality confirming to Indian Railway standards.	nos	200	30.30	6060.00	
12	Supply of PCC sleepers confirming to Indian Railway standards	nos	5	1111.00	5555.00	
	Sub Total A			Rs.	1107737.70	
	Above/ below..... %			Total B (A x%) Rs.		
	Total C (A ± B)			Rs.		
	service tax (as applicable) Extra			Rs.		

Contractor should not offer rates in blank price bid

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)



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

Name of work:-Repair and maintenance of BHEL railway siding for year 2014-15.

Tender No.FCX/ TE / 4 / 02 / R

Date:-28/05/2014

**Annexure 'J'
PRICE BID**

s no	DESCRIPTION OF ITEM	Unit	Qty	Rate	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	8206.25	1024140.00%Above /Below Item no 1 to item no 12
2	Laying and through packing of stone ballast as per Indian Railway standards including lead upto 500 meter and lift upto 6 meter. The item shall also include necessary excavation (upto 50m.)	M3	100	35.35	3535.00	
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	404.00	48480.00	
4	Supply of Two way Keys good quality suitable for 90 Lb rail section confirming to Indian Railway standards.	nos	100	35.35	3535.00	
5	Supply of fish Plates good quality suitable for 90 LB rail section confirming to Indian Railway Standard.	nos	2	277.75	555.50	
6	Supply of Square head 125x25 mm fish Plate bolts good quality with hexagonal nuts confirming to Indian Railway standards.	nos	24	60.60	1454.40	
7	Supply of Tia Bar good quality confirming to Indian Railway standards.	nos	30	454.50	13635.00	
8	Supply of Rail Screw good quality confirming to Indian Railway standards.	nos	10	30.30	303.00	
9	Supply of Dog, spikes 150x16 mm good quality confirming to Indian Railway standards.	nos	6	30.30	181.80	
10	Supply of Loose jaws good quality confirming to Indian Railway standards.	nos	10	30.30	303.00	
11	Supply of Centre split MS cotters good quality confirming to Indian Railway standards.	nos	200	30.30	6060.00	
12	Supply of PCC sleepers confirming to Indian Railway standards	nos	5	1111.00	5555.00	
	Sub Total A			Rs.	1107737.70	
	Above/ below..... %			Total B (A x%) Rs.		
	Total C (A ± B)			Rs.		
	service tax (as applicable) Extra			Rs.		

(Signature, seal & date of issuing authority)

(Signature, Seal & date of Contractor)