

**BHEL - JHANSI**

**TENDER NO. FCX/TE/06/12/R**

**TENDER DOCUMENT**

**DATE;- 02/01/2017**



**TENDER DOCUMENT  
For Works Contract**

**For Tender Enquiry No : FCX/ TE/06/12/R**

**For  
(Repair and maintenance of BHEL railway siding  
for one year.)**

**Contact Person :**

Name : K.D. Gupta

Désignation : MGR

Email : kdgupta@bheljhs.co.in

PH : 0510 – 241 – 2385

Or

Name : Vikas Bhatt

Designation : Sr. Engineer

Email : vikas.bhatt@bheljhs.co.in

PH : 0510 – 241 – 2285

**Tender Due Date : 24/01/2017 at 13 :15 Hrs  
Tender Opening Date : 24/01/2017 at 14 :00 Hrs**

Rev .... Date .....	Short détails of révision (In case of révision in tender document, other wise NA
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**Department Factory Civil  
BHEL, PO : BHEL, Jhansi 284120 (UP)**

I/We agree with the above  
Signature of contractor with Seal

Executive In-Charge

**DETAILS OF TENDER DOCUMENT**

TENDER NO.	<b>F</b>	<b>C</b>	<b>X</b>	<b>T</b>	<b>E</b>	<b>06</b>	<b>12</b>					<b>R</b>		
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- 1. BHEL JHANSI is in the process of finalizing the Works Contract for Repair and maintenance of BHEL railway siding for one year.)**
- 2. 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 Bidder (Annexure D)
  - e. Tender Evaluation Criteria (Annexure E)
  - f. Contractor’s obligations (Annexure F)
  - g. General Terms and Conditions (Annexure G)
  - h. Criteria for measurement of work (Annexure H)
  - i. Technical Bid Application (Annexure I)
  - j. Blank Price Bid (Annexure J)
  - k. Price Bid (Annexure K)
  - l. Integrity Pact and guidelines for price bid words/ figure discrepancy (Annexure L)

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/06/12/R DATE: 02/01/2017**” should reach us in a sealed cover on or before **24/01/2017 (13:15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To,  
 Tender Box  
 CISF Control Room/Office  
 Administrative Building  
 Bharat Heavy Electricals Limited  
 Jhansi-284120 (U P)

- Note:** 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.  
 2) Technical bid and price bid should be submitted in separate sealed envelopes, in case the bids found in one single envelope then the “bids” are liable to be rejected.

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**NOTICE INVITING TENDER**

S. No.	Particulars	Details
1	Brief Description of work	Repair and maintenance of BHEL railway siding for one year.)
2	Tender Evaluation Criteria	(As per Annexure – E)
3	Duration of the Contract	One Year from award of work
4	Last date of receipt of the Tender	Upto 13:15 hrs on 24/01/2017
5	Date of opening Tender	14.00 hours on 24/01/2017
6	Address for submitting the tender	(as on page # 2)
7	Earnest Money Deposit * (EMD)	Rs. 9975/- (Nine Thousand Nine hundred Seventy five rupees only)
8	Cost of tender	Rs. 200 plus VAT (14.5% as applicable) = Total Rs. 229/- (payable in case at BHEL cash office or through a Demand Draft in favor of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	120 days
10	Security Deposit	As per Annexure G

**Note: \***

For works/ services with estimates upto Rs 10 Crs 2% of the estimated cost

For works/ services with estimates more than Rs 10 Crs 20 lakhs plus 1% of the estimated cost over Rs 10 crs.

The EMD may be accepted only in the following forms:

(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website "www.bhel.com" & www.bheljhs.co.in

**WORK SPECIFICATION****Details Of Work**

S. no	Description of Items	Unit	Quantity
1	Round the year systematic maintenance of railway siding of BHEL,	Km Month	67.4

**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 VAT/TIN no. 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 standard format
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 standard format
6. Should have independent ESI Code number.  
Blank Price Bid as per Annexure "J"
7. **Average financial turnover: Average Annual financial turnover from during the last 3 years, ending 31<sup>st</sup> March 2016 should be at least Rs 1.50 Lakhs. (Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.**
8. **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 works during last 7 years ending on **30 December 2016** should be either of the following: -
  - a. **Three similar completed works each costing not less than the amount equal to Rs. 2.00 Lakhs.**  
Or
  - b. **Two similar completed works each costing not less than the amount equal to Rs. 2.49 Lakhs.**  
Or
  - c. **One similar completed work, costing not less than the amount equal to Rs. 3.99 Lakhs.**

Definition of similar work – Similar work means all type of railway construction, railway maintenance, civil construction and civil maintenance work excluding bituminous road work.

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 (\_\_\_\_\_)

**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 with "Tender for (*details of tender as mentioned in page 2 of tender documents*) TECHNOCOMMERCIAL 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 as mentioned in page 2 of tender document)* 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 FOR TENDER NO (tender no as mentioned in page 2 of tender document) DUE DATE OF OPENING (*date as mentioned in page 2 of tender documents*). 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.
- 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 submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 9) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).

**Annexure 'E'**

**TENDER EVALUATION CRITERIA**

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

1. BHEL officials may visit the tenderer's 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, equipment's 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"
6. IN case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014)

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

**CONTRACTOR'S OBLIGATIONS**

**A) CONTRACTUAL**

Towards selection, control and supervision of employees

1) 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.

2) Contractor shall supervise the work allotted to him and to be carried out by his employees.

3) 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.

3.1) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.

3.2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.

3.3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis.

4) **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.

5) 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.

6) **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.

7) 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.

8) 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.

9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipments.

10) **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.

11) **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.

12) **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.

13) 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.

14) **Tools, tackles and materials:** Contractor shall provide to his employees all tools, tackles, material, equipment's 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 'F' 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.

4. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.

**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 Letter of intent issued to successful bidder.

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.****1 SECURITY DEPOSIT**

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.1. 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, Kisan Vikas Patras 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:-**

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, Kisan Vikas Patras 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 10000

**3 LABOUR LICENCE AND OTHER REQUIREMENTS: -****(a) Labor License**

- i) Contractor shall within 15 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.
- I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

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.

iv) The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.

**(b) Personal Insurance Policy**

i) Contractor shall buy personal Accident Insurance (24 x 7) 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 Maximum 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.

**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 Labor (R&A) Central Rules. A copy of this format is annexed as **annexure III**.

4.5 The entry of contractor's worker in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time office section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

**5 ATTENDANCE AND PAYMENT OF WAGES**

a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

- b) Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- c) The contractor shall pay minimum wages as applicable of the Appropriate Government
- d) 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.
- e) 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, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- f) The contractor shall remit the cheques favoring RPF 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.
- g) 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.
- h) 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.

## **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 RPF 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 Group 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.

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**DATE:- 02/01/2017**

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 EPF code 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 employee for withdrawal of PF/pension amount, when due.
- 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:**

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
<i>As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).</i>	Insp /Admn Charges	0.85%
	(subject to minimum Rs. 500/- per challan)	
	Admn/Insp Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Pension Fund	8.33%
	EDLI Charges	0.5%
	<b>Total</b>	<b>13.36%</b>

**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 employee 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.
- d) As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs. 15,000/- per month w.e.f. 01/05/2010).

**8.1 ESI CONTRIBUTION:-**

Employee's Contribution	Employer Contribution
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)
- 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 along with received copy of Form-D to L.E.O Office.

#### **10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES:-**

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 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.

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 Crore Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

**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, 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 Dept. 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 authorized 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**

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 (BHEL Jhansi).

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.

**INFORMATION TO TENDERERS**

Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work – **Repair and maintenance of BHEL railway siding for one year.**) The work is estimated to cost **Rs. 4.99 Lakhs**. This estimate, however is given merely as a rough guide

- 1- The works are required to be carried out for a period of **One Year** from the fifteen days after the date on which the Engineer-in-charge issues written orders to commence the work.
- 2- 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 do so all such tenders shall be liable to be rejected.
- 3- The **MGR – (FCX)** shall be the Accepting Officer hereinafter refers to as such for the purpose of this contract.

- 4-** 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 **03/01/2017 to 23/01/2017** between 9 am to 3 pm.
- 5-** 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 inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 6-** 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.
- 7-** A tenderer should quote in figures as well as in word rate (s) tendered. Special care in figures only in such a way that interpolation 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.
- 8-** 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.
- 9-** On acceptance of tender earnest money will be treated as part of the security if applicable.
- 10-** 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.
- 11-** 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.
- 12-** 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.
- 13-** 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.
- 14-** This notice of tender shall form part of the contract documents.
- 15-** Income Tax shall be recovered as per the applicable laws, from the contractor's bills.
- 16-** 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.
- 17-** In case more than one contractor quote the L1 (Lowest and technically accepted) rates, the work may be awarded through draw of lottery.

**The contractor must go through the below important information before quoting.**

1	SCHEDULE A	List of material issue to the contractor
2	SCHEDULE B	List of Tools and Plant issue to the contractor
3	SCHEDULE C	Special conditions
4	SCHEDULE D	Lead statement
5	SCHEDULE E	Reference to general condition of contract

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

**DECLARATION**

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 One hundred twenty (120) 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. (9975)** 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 % 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.

**SCHEDULE "A"****MATERIALS FOR ISSUE TO THE CONTRACTOR**

S. No.	Particulars	Rs	Quantity
1	Nil		

Note: - In addition to above mentioned rates, sales tax shall also be payable by Vendor at applicable rates.

**SCHEDULE "B"**

TOOLS, PLANT AND BUILDING TO BE HIRED TO THE CONTRACTOR, Subject to their availability on chargeable basis. Charges shall be as per BHEL'S norms.

Sl. No.	T & P	Rates
1.	Ladder	Free of cost (if available)
2.	All tools for railway maintenance work	Free of cost

**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 in such case shall be final and binding on contractor.
6. The contractor will follow all safety rules required in connection with execution of such type of works.
7. 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.
8. The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

9. The contractor is advised to take insurance policy to cover accident risk under Workmen's Compensation Act in respect of workmen engaged by him.
10. The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residents of the township.
11. Contractor will have to ensure that the work places are entirely cleaned
12. In case any time contractor fails to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.
13. **EXECUTION OF CONTRACT**
- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. All the works shall be carried out under the direction and to the satisfaction of BHEL.
14. Work shall be carried throughout 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.
15. 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.
16. **MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 16.1. 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 parties will sign in that.
- 16.2. 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 Income Tax, Stamp duty on S.D etc.
- 16.3. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.

17. The quantity of each item has been mentioned in the tender on tentative basis. The actual quantity will be as per work given. The quantity may be vary as per requirement. The contract may be awarded on overall lowest basis only.
18. Contractor engaged in construction and maintenance work shall register his firm at Zila Panchayat and obtain license/registration no. from competent authority. Contractor shall provide license /registration no. to BHEL Jhansi before commencing the work.

### **SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK**

19. Test certificate for all materials to be made available by the contractor as per direction of Engineer-in-charge including strength of concrete cubes, bricks, aggregates. And any other materials provided by contractor.
20. Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.66 per kg.
21. The works have to be carried out as per CPWD specifications 2012 (or latest), Wherever CPWD specifications are silent, and the work shall carry out as per BIS specifications. 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 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.
23. The contractor shall have to make his own storage sheds for materials.
24. Electric power for the legitimate use in the work shall be provided free of cost.
25. The contractor shall get the daily attendance of staff engaged by him for the track laying work initialed form the engineer- in charge or by his authorized representative.
26. 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 vary as per requirement. The contract may be awarded on overall lowest basis only.
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 the work during

I/We agree with the above

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- 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 itself to accept the lower or any tender but reserve to itself the right to accept or reject all or a part of any tender at its discretion. The work may be awarded to one contractor 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 from 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 fellow:
- |                    |             |
|--------------------|-------------|
| Gangmen/Trolleyman | 1.22 per km |
| Keyman             | 0.16 per km |
- 35 In addition to the above the contractor shall also engage a supervisor 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 month or more as per requirement and issue necessary instruction to the workers.
- 36 The contractor shall keep the point levers 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:-** Ballast is opened out on either side of the rail seat for a depth 50mm (2") below the bottom sleepers with the help of shovel or wire claw without distributing the cores under the sleepers. The width of opening should be

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upto end of sleeper on outside and on inside it should be 450 mm (18") for B.G., 350 mm (14") for M.G. and 250 mm (10") for N.G. from the rail seat

- (b) Examination of rails, sleepers and fastenings:** - The rails, sleepers and fastening are thoroughly examined. Rails are examined for corrosion, fracture/crack & wear. Defective sleepers are replaced with new ones and loose fastenings are tightened. The kinks if any in the rails are removed by jim-crowing.
- (c) Squaring of sleepers:** - The sleepers get out of square quite frequently resulting gauge variations and kinks. One of the rails is taken as sighting rail and on this rail correct sleepers spacing is marked. The position of the sleepers with reference to the second rail is checked with the help of a T- square. The sleepers, which are either out of square or not at correct spacing, are then attended.
- (d) Slewing of track to correct alignment:** - The alignment of the track is normally checked by eye judgment sighting the rail from a distance of about 4 rail lengths or so. Small error in the alignment is corrected by slewing the track after loosening the cores at ends and drawing out sufficient ballast at the end of sleepers. Slewing is done by about 6 person by planting the crow bars deep in the ballast at an angle not exceeding 30 degrees from the vertical.
- (e) Gauging of track:-** The gauge should be checked and a uniform gauge within permissible tolerance should be attempted. The following tolerances \* for gauge variations including the side wear are prescribed at the time of laying from considerations of riding comfort provided uniform gauge can be maintained over long lengths.
- (f) Packing of sleepers:-** The basis rail is sighted by the mate or Permanent Way Supervisor (PWS) and the dip or the low joints are lifted correctly to ensure a perfect longitudinal level of the sighting rail. The sleepers are then packed by Scissors Packing Method, Four men should tackle one sleeper simultaneously two at each rail. The ballast under the sleeper bed should be properly packed by the men standing back to back and working their beaters diagonally by lifting the same up to chest level. While carrying out packing, the second rail is brought to the correct cross levels thereby ensuring a perfect surfacing of the track. In case of wooden and steel through sleepers, it should be ensured that the sleepers are not centre bound and as such a trough is made in the ballast section at the centre of sleepers.  
After Completing the packing, the alignment and top should carefully be checked and minor adjustment carried out.
- (g) Repacking of joint sleepers:** - The Joint sleepers are then packed once again and the cross levels checked.
- (h) Boxing ballast section and tidying:** - The ballast section is then properly boxed and dressed with the help of a special template. The cess should be dressed up and its level maintained in a way that proper drainage is ensured.

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

F. Overhauling of level crossing

G. Overhauling of points & crossing

I/We agree with the above

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H. Repairs to dues and cleaning of side catch water drains (immediately before and during rainy season)

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

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 MGR-FCX 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 MGR- FCX shall final & binding on the contractor.

In case it is established that the cause 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 assessed by MGR - FCX and no additional payment shall be made for restoration work.

40 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.

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

42 Routing Track inspection:

The PWI SHALL inspect the entire section at least 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, 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, gangmen, trolley men, have Knowledge of rules in which they should be regularly cancelled and periodically examined.

I/We agree with the above

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- (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 progress report of the works under his control and submit the same to the engineer – in- charge of the contract.
- (XVI) The PWI shall keep liaison with concerned Indian Railways authorities and accompany periodical 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 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.

**COMPENSATION FOR DELAY (L D CLAUSE)**

If the contractor fails to maintain the required progress as per contract or to complete the work 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 contract 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

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

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

**SCHEDULE " D "****LEAD STATE MENT**

<b>S NO</b>	<b>Name of Material</b>	<b>Name of source</b>	<b>Lead particulars</b>
<b>1</b>	Nil	-	-

**RETURN OF SECURITY DEPOSIT**

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Additionally, the contractor is required to submit documentary proof of payment of all dues including PF, ESI contribution of workers employed for the work and deposit receipts of Service Tax, prior to release of Security Deposit.

The remaining half of the security deposit shall be retained upto the completion of defect liability period plus additional three months claim period.

**Standard Format Self Declaration**

1. Has never been black listed/banned/delisted on the date of tender.
2. Has never been listed/under hold from BHEL Jhansi or banned by any unit/Region/office of BHEL.
3. Has never been found guilty by a court of law in india for any offence in involving fraud, dishonesty and moral turpitude.
4. Undertakes to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

Signature of the Authorized Signatory

**SCHEDULE "E"**

**Reference to general condition of contract**

Condition No.		
3(b)	Accepting Authority	MGR – (FCX)
3 ( i)	Market Rate percentage addition to cover overheads and profit.	NA
9	Earnest money	Rs. 9975/-
10(vi)A (b)	Permissible deviation limit for an individual trade item ( Applicable to Lump sum Contracts only )	NA
10(vii)A (c)	Permissible deviation limit for items of work not already included in the contract.	NA
11 (vii)B (a)	Permissible deviation limit for an individual trade item.	Upto any extent as per site requirement
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.	MGR – Civil (FCX)
32	Authority competent to reduce compensation amount	MGR – Civil (FCX)
33	Defects liability period.	Nil
57	Authority for appointing arbitrator	Unit Head

## Annexure "I" गेट पास आवेदन प्रपत्र

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. ठेकेदार का नाम .....
2. कार्य का स्वरूप .....
3. कार्य आदेश सं./दिनांक .....
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 का नाम .....जन्म तिथि/आयु.....

पिता का नाम ..... पहचान चिन्ह .....

स्थायी पता .....वर्तमान पता.....

शैक्षिक योग्यता .....

भविष्य निधि खाता संख्या .....कर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं0..... दिनांक .....हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)के0औ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तक .....से.....तक श्री .....

नियोजक .....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या .....जारी होने की तिथि से दिनांक .....तक ही वैध 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)

**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 .....

**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.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local addresses	Date of commencement of employment	Signature of thumb impression of workmen	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Annexure "IV"**

**FORM XVII**  
 [See rule 78(1) a (i)]  
**Register of Wages**

Name and Address of Contractor                      Name and address of Establishment in /  
 under

----- which contract is carried on -----  
 -----

Nature and location of works                      -----

----- Name and address of Principal  
 Employer

-----

Wage period: Monthly -----

---

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

**Amount of wages earned**

Daily – rate of wages/piece rate	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature /Thumb impression of workman	Initial of contractor or his representative
1	2	3	4

**SIGNATURE OF THE CONTRACTOR**

**Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ---(date) ---**

**(Executive Incharge)**

I/We agree with the above  
 Signature of contractor with Seal

Executive In-Charge

**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.

<b>S. no</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Quantity</b>
<b>1</b>	<b>Round the year systematic maintenance of railway siding of BHEL,</b>	<b>Km Month</b>	<b>67.4</b>

2. The tentative bill of quantity for the work is as follows: -
- 3) Payments will be made to the contractor on the basis of quantity carried out as actual. The amount payable for each item shall be obtained by multiplying the actual quantity carried out by the contract rates for the item. All deductions like cement value, Income Tax, VAT, charges, electricity charges etc. shall be made from the Gross Bill amount to arrive at the net amount payable. Service Tax shall be paid extra as applicable
- 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 shall be maintained for the work carried out by the contractor & the same shall be verified by BHEL official, nominated for the same.

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----**

**(A) Essential Documents Required**

1. Name of the firm/Business : -----
2. Name of the Proprietor/Partners : -----
3. Address and Contact Numbers : -----
4. ESI Code Number : -----  
Copy of the Certificate Enclosed / Not Enclosed
5. PAN/TAN Number : -----
6. Service Tax Number (PAN Based) : -----
7. VAT / TIN NUMBER : -----  
Copy of the Certificate Enclosed / Not Enclosed
8. Audited financial statement/BS/  
CA Certificate as per tender : Enclosed / Not Enclosed
9. Experience Certificate : Enclosed / Not Enclosed  
**(Along with copy of work order/LOI)**
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 : \_\_\_\_\_

**:: 2 :**

- 14. Validity of offer : At least 120 days from the date of tender Opening.
- 15. Blank Price bid format : Enclosed/Not Enclosed
- 16. PF registration certificate (if exempted submit exemption proof)  
PF registration code: \_\_\_\_\_  
Attach Copy of the PF registration
- 17. ESI registration certificate: (if exempted submit exemption proof)  
ESI registration code: \_\_\_\_\_  
Attach Copy of ESI registration

**(B) Desirable:**

- 1. Income Tax return last 3 yrs.: Enclosed / Not Enclosed
- 2. Acceptance of RA: Accepted/Not accepted UP VAT/TIN No. and / or CST No. (Whichever is applicable): Copy of Certificate Enclosed / Not Enclosed (To be submitted only in case where material transaction is involved)

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

Signature with Name

& Office Seal

Date:

NOTE: 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.

**Annexure "J"****BLANK PRICE BID**

<b>S. no</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	Round the year systematic maintenance of railway siding of BHEL,	Km Month	67.40	7400.00	498760.00
	<b>Total 'A'</b>			<b>Rs.</b>	<b>498760.00</b>
	<b>-----% Above / Below</b>	<b>'B'</b>		<b>Rs.</b>	
	<b>Grand Total C ( A ± B )</b>			<b>Rs.</b>	
<b>IN WORDS</b>					

**Service Tax extra as applicable**

**Contractor should not offer rates in blank price bid**

**Annexure "K"****PRICE BID**

<b>S. no</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	Round the year systematic maintenance of railway siding of BHEL,	Km Month	67.40	7400.00	498760.00
	<b>Total 'A'</b>			<b>Rs.</b>	<b>498760.00</b>
	-----% Above / Below	<b>'B'</b>		<b>Rs.</b>	
	<b>Grand Total C ( A ± B )</b>			<b>Rs.</b>	
<b>IN WORDS</b>					

**Service Tax extra as applicable**

**INTEGRITY PACT**

Bharat Heavy Electricals Ltd. (BHEL) . a Company registered under the Companies Act 1956 and having its registered office at "BHEL house", Siri Fort , New delhi – 110049 (india) hereinafter referred to as "The principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART.

**And**

----- (description of the party along with address). Hereinafter referred in as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning here of shall include its successors or assigns of the OTHER PART.

**Preamble**

The principal intends to award, under laid – down organizational procedures, contract's for -----  
-----  
-----

----- . The principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/ contractors.

In order to achieves these goals, the Principal will up point independent External monitor's, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".**

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED: -

- (a) IN THE PRICE STRUCTURE QUOTED FOR SERVICE CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED.
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DISCREPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.