



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No : FCX/TW/09/13

For

Repair & Maintenance of BHEL Railway siding for one year.

Contact Person :

Name : Anshuman Sharma

Designation : Dy. Mgr (MM)

Email : anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784

Tender Due Date 27/09/2019 at 13 :15 Hrs

Tender Opening Date : 27/09/2019 at 14 :00 Hrs

Material Management Department

BHEL, PO : BHEL, Jhansi 284120 (UP)

Detail of Bidder and Documents to be submitted along with Technical Bid

Please number your documents in continuation with tender documents at bottom (footer) of page.

S.No.	Particular	Detail	
1.	Name of the firm		
2.	Name of the Proprietor/Partners		
3.	Address		
4.	Mobile No.		
5.	E-mail ID		
Essential Documents			
	Particular	Detail	Page No
6.	Acceptance of Terms & conditions Signature on all pages without conditions of contractor	Submitted/ Not submitted	
7.	Blank price bid format duly signed by the contractor.	Submitted/ Not submitted	
8.	Copy of ESI Registration	ESI No-	
9.	Copy of PAN card	PAN No-	
10.	Copy of GST registration	GST No-	
11.	Self declaration as per as per annexure V on Rs 100 stamp paper .	Submitted/ Not submitted	
12.	Copy of ownership of firm	Submitted/ Not submitted	
13.	Reciept of tender fees deposition	Amount	
14.	Reciept of EMD deposition	Amount	
15.	Copy of turn over for last three year i. 2016-17 ii. 2017-18 iii. 2018-19	Submitted/ Not submitted	

We hereby accepted above (Signature & seal of bidder)

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. FCX/TW/09/13****DATE:- 04/09/2019**

16.	Work Experience i. Work order ii. Completion Certificate iii. Bill of Quantity Relevant TDS/TRACES (in case of Experience in private sector)	Submitted/ Not submitted	
17.	Copy of IncomTax return i. 2016-17 ii. 2017-18 iii. 2018-19	Submitted/ Not submitted	
18.	Copy of PF registration	PF No-	

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

Date :-

Signature With Name & Seal

We hereby accepted above (Signature & seal of bidder)

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PART II: PRICE BIDP

(Separate envelope)

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We hereby accepted above (Signature & seal of bidder)

NOTICE INVITING TENDER



1- NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Name of work	Repair & Maintenance of BHEL Railway siding for one year
3	Tender Evaluation Criteria	(As per GTC issued by "Central Contracting Cell" and Special, condition of contract for Civil Work of BHEL Jhansi.
4	Duration of the Contract	One year
5	Last date of receipt of the Tender	(As on page # 1)
6	Date of opening Tender	(As on page # 1)
7	Address for submitting the tender	(As on page # 7)
8	Earnest Money Deposit (EMD)	Rs. 9917/- (Rupees Nine Thousand Nine Hundred Seventeen only)
9	Cost of tender (Non refundable)	Nil
10	Validity of Offer	120 days
11	Defect liability period	Nil

Note: The EMD may be accepted only in the following forms:

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

BHEL account details: Bank Name:- SBI; A/c No.:- 10670828866 ; IFSC Code:- SBIN0003807 A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

(ii) At BHEL cash office through POS machine **No Demand Drafts shall be accepted.**

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"

Note: BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright.

The techno-commercial bid comprising (i) all its sections, (ii) all enclosures in support of various clauses and requirements and (iii) EMD, shall be duly signed and sent in a sealed envelope boldly super-scribing **"PART-I TECHNO COMMERCIAL BID FOR "Repair & Maintenance of BHEL Railway siding for one year.** Similarly, the Price-bid must be duly signed and sent in a sealed envelope boldly super-scribing **"PART-II PRICE Repair & Maintenance of BHEL Railway siding for one year.** Both these envelopes shall be placed inside 3rd sealed envelope super-scribing" duly signed and sent in a sealed envelope boldly super-scribing **"Repair & Maintenance of BHEL Railway siding for one year.**

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

Factory Civil Department

TENDER DOCUMENT

TENDER ENQUIRY NO. FCX/TW/09/13

DATE:- 04/09/2019

The tender shall be addressed to as follows:

Anshuman Sharma

Deputy Manager (MM)

Email : anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784

Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If submitted personally

Tender Box

CISF Control Room/Office

Administrative Building

Bharat Heavy Electricals Limited

Jhansi-284120 (U P)

Or if sent through Courier / Post

Office of

Anshuman Sharma

Deputy Manager (MM)

Material Management Department

Email : anshuman.sharma@bhel.in

BHEL, JHANSI - 284120

PH : 0510 – 241 – 2784

Part-I Techno Commercial bid:

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (x).

Part-II Price bid:

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))

We hereby accepted above (Signature & seal of bidder)

WORK SPECIFICATION

Brief Description of work

Scope of work is given below-

A. Through packing of Track including following operation (minimum on 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 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.
- (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. Lubrication of and oiling of fish plate & bolts (minimum once a year after the entire track length)
- C. Creep adjustment (as and when required).
- D. Overhauling of track
- E. Overhauling of level crossing
- F. Overhauling of points & crossing
- G. Repairs to dues and cleaning of side catch water drains (immediately before and during rainy season)
- H. Earth work for repairs to banks and cutting (round the year particularly during and immediately after the rains)
- I. Clearing grass/ vegetation & pruning of trees
- J. Emergency works (as and when required)

Note:- The Scope of work is only indicative not exhaustive and will include any other activities apart from above necessary for completing the subject work.

Qualifying Requirements

1. Copy of PAN Card to be submitted.
2. Copy of GST Registration to be submitted.
3. Self-Declaration undertaking duly signed with stamp of the bidder on Stamp Paper of Rs 100 /- to be submitted.
4. Copy of independent ESI Registration.
5. Signed copy of Blank Price Bid.
6. (A) The bidder should have the experience of having successfully completed similar work against completed work order during the last seven years ending on **31.07.2019** amounting to values mentioned as under:
 - (1) One Work valuing not less than **Rs 3.97 Lakhs.**
Or
 - (2) Two works each valuing not less than **Rs 2.48 Lakhs.**
Or
 - (3) Three works each valuing not less than **Rs 1.98 Lakhs.**

Definition of Similar Work: **All type of civil construction/renovation/maintenance works.**

(Note: For verification by the department, work order copy and work completion certificate mentioning successful completion by the client shall be submitted by the vendor. If the work is done for a private customer, relevant TDS Certificate (TRACES Only) must be submitted as evidence in addition to above work completion certificate & work order copy by the vendor.

(B) Turnover criteria: Average annual financial turnover during the last three years, ending **31st March, 2019 (i.e. FY-2016-17, FY-2017-18 and FY-2018-19)** applicable as per norm shall be at least **Rs 1.49 Lakh**. Duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents. If all balance sheet/ financial statement are not available for three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheet/certificate from CA/Financial statement by three.

Note: Provisional turnover for the FY 2018-19 duly certified by C.A. shall also be acceptable for evaluation purpose.

7. Taxes & Duries, Payment Terms, Bonus & LD Clause will be as per GTC issued by “Central Contracting Cell” and “Special Conditions of Contract for Civil Works” of BHEL Jhansi.
8. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid.
9. 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 & registration certificate issued by 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: 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 (_____)

GENERAL TERMS AND CONDITIONS OF ENQUIRY (JHS2055C R00)

UPLOADED IN SEPERATE FILE - PAGE NO 01 TO 14
(To be signed by contractor and submitted along with bid)

FREE ISSUE MATERIAL TO THE CONTRACTOR

SCHEDULE "A"

S No.	Particulars	Rs.	Quantity
1	Cement	Free of cost	As required
2	TMT	Free of cost	As required
3	Al Structural Steel	Free of cost	As required
4	Tool and Plant	Free of cost	As required

SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

1. Special Conditions of Contract for Civil Work

- a) These special conditions supplement the conditions enumerated in the tender and contract and the other general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
- b) The rate quoted for reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.
- c) The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
- d) In case of any difference between agreement, wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
- e) The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
- f) If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
- g) Water will be supplied free of cost at one point for drinking and construction.
- h) Quantity records shall be prepared, maintained and submitted by contractor on regular basis during the course of execution. Test records shall be prepared, maintained and submitted by contractor during the course of execution and as demanded by Engineer-In-Charge. Contractor shall strictly adhere to quality requirements and shall follow the norms mentioned in Field Quality Plan (if applicable).
- i) In case of defective work BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified by the contractor at his own 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.
- j) The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90% of them shall be returned to BHEL at BHEL stores in good condition without any additional payment. Therefore, if the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
- k) For all natural minerals used in the work like sand, aggregate, bricks, etc royalty certificate (MM-11) must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable.
- l) Any electric power required for contractors' lighting/machinery for the purpose of work including fabrication work shall be supplied FREE OF COST at one point by the company on the written request of the contractor, subject to the observance of rules and regulations of Electric board / company. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will not be allowed for cooking and room (air) heating in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.

2. TAXES AND DUTIES

- a) Price quoted shall include all taxes/Duties/Royalties applicable as on date of submission of tender except GST.
- b) GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).
- c) No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- d) Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.
- e) Contractor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- f) Contractor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
- g) Contractor to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- h) Contractor to submit invoices compliant with GST invoice rules.
- i) Contractor to comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by contractors shall be borne by them and shall be adjusted/ recovered from the contractor. BHEL reserves the right to review the existing offers/contracts for any revision in terms, which may arise due to change in any statutory provision to ensure that the benefit accrues to BHEL.
- j) Contractor to ensure TAX INVOICE submission to BHEL.
- k) In respect of cases where the liability to discharge GST in on BHEL under reverse charge mechanism, contractors have to ensure timely submission of invoices and delivery of material/services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the contractor on submission or delivery of material/services the same shall be passed on to them.
- l) In respect of free issue material by BHEL, contractors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non- compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.
- m) Contractors to provide the applicable HSN/SAC codes as called for in the enquiry.
- n) As per provisions of section 171 of the CGST ACT 2017, bidders to pass on the anti - profiteering benefits accruing to them under GST regime to BHEL.

- o) In case of input credit is not available as denied by GST Portal due to in proper documentation or wrong uploading of data by bidder, the same will be recovered from bidder along with interest, if any.

3. PROVISION OF BONUS

Early completion of work is acceptable by BHEL. However no reward/bonus on any early closure shall be admissible.

4. OVER RUN COMPENSATION (ORC)

Not applicable in this contract.

5. PRICE VARIATION COMPENSATION (PVC)

Not applicable in this contract.

6. MATERIAL HANDLING AND STORAGE

Adequate arrangement be made for material handling & storage taking due care against damages.

7. ACCOUNTING

- a) Proper method of accounting of steel, tore steel, cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.
- b) All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
- c) 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.75 per kg.

8. OVERPAYMENTS AND UNDERPAYMENTS

- a) Where-ever any claim for the payment of a sum of money to the company/ corporation arises out of or under this contract against the contractor the same may be deducted by the company/ corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company/ corporation or from any other sum due to the contractor from the company/ contractor (which may be available with the company/ corporation) or from his security deposit, or he shall pay to claim on demand.
- b) The company/ corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- d) Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not

extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.

- e) Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.

9. METHODS OF MEASUREMENTS

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the CPWD schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

10. TIME LIMIT FOR PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by Engineer-in-charge, shall be made six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge. After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

11.TOTAL SCOPE AT A GLANCE

S.No.	Description	Scope of	
		BHEL	Bidder
1	Open space		
1.1	Open space for storage of material required.	Yes	
1.2	For fabrication.	Yes	
1.3	Covered/ready to use office rooms for projects.		Yes
1.4	Space for lodging for workers (Outside factory premises)		Yes
2	For living purpose of bidder staff		
2.1	Lodging & Boarding for Executives.		Yes
2.2	Lodging & Boarding for Workers.		Yes
3	Electricity		
3.1	Provision of electricity at single point.	Yes	
3.2	Further distribution of Electricity including required material and execution.		Yes
4	Water Supply		
4.1	Making the water available at single point	Yes	
4.2	Further distribution as per the requirement of work including supply of material and execution.		Yes
5	Transportation		
5.1	For project purposes		Yes
5.2	For the site personnel of the bidder		Yes
5.3	For the bidder equipment and consumables (T & P, Consumables etc.)		Yes
6	Lighting		
6.1	For Construction work (Supply of all the necessary materials & Execution)		
A	At office storage area		Yes
B	At the preassembly area		Yes
C	At the construction site /area		Yes
7	Communication Facility for site operation		
7.1	Telephone, internet, e-mail etc.		Yes
8	Shop Crane, if available (Free of Cost)	Yes	

We hereby accepted above (Signature & seal of bidder)

TECHNICAL SPECIFICATION

1. The works shall be executed with the directions, instructions, which shall be given to the contractor by BHEL from time to time and as per technical specifications in price schedule and drawings available in the office to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
2. 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
3. The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.
4. If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
5. 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.
6. 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.
7. 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 Sr. MGR- FCX shall final & binding on the contractor. 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
8. 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.
9. 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.

10. 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.

11. Routine Track inspection:

The PWI / BHEL representative 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, 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. 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.
- (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) 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.
- (XIV) The PWI / BHEL representative shall prepare progress report of the works under his control and submit the same to the engineer – in- charge of the contract.
- (XV) The BHEL representative 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.
- (XVI) The PWI / BHEL representative 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