

# **BOKARO POWER SUPPLY COMPANY (P) LIMITED**

**(A Joint Venture of SAIL & DVC)**

**Hall No: - M-01, Old Administrative Building**

**Ispat Bhawan, Bokaro Steel City- 827001**

NIT. No. BPSCL/CEO/10-11/Civil-01/NIT-01/1783

Date: 24<sup>th</sup> March, 2010



**(TECHNICAL & COMMERCIAL PART)**  
**(TENDER SPECIFICATION)**

NAME OF WORK:

**MAINTENANCE AND RENEWAL OF RAILWAY TRACK IN  
THE POWER PLANT OF BPSCL, B.S.CITY**

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## NOTICE INVITING TENDER

For and on behalf of Bokaro Power Supply Company (P) Ltd., sealed tenders in prescribed forms in Four parts – **Part-I** (Cost of Tender Paper), **Part-II** (Earnest Money Deposit), **Part-III** in duplicate (Eligibility and Qualifying Requirements), and **Part-IV** in duplicate (Price-bid) are invited by the undersigned from reputed bonafide, experienced and financially sound contractors for the following job

### **MAINTENANCE AND RENEWAL OF RAILWAY TRACK IN THE POWER PLANT OF BPSCL, B.S.CITY**

#### **1. ELIGIBILITY & QUALIFYING REQUIREMENTS**

Bidders should meet technical and financial requirements as given herein below.

##### **A) Technical**

- i) Experience of having successfully completed similar works in **Indian Railways/Public Sector Undertakings/ Government Organizations** during last 7 years ending last day of month, previous to the one in which tenders are invited in the following manner.
  - i) Three similar nature of completed works costing not less than the amount equal to 40% of the estimated cost.

OR
  - ii) Two similar nature of completed works costing not less than the amount equal to 50% of the total estimated cost.

OR
  - iii) One Similar nature of completed works costing not less than the amount equal to 80% of the total estimated cost.

“**Similar nature of work**” means Railway track laying (or) Railway track maintenance (or) Railway track renewal as per scope of work in the tender document.
- ii) The intending bidder must possess & shall submit attested copies of following documents
  - a) Partnership/Proprietary deed
  - b) Permanent Account Number (PAN)
  - c) Latest Income Tax Return (ITR)
  - d) Employees Provident Fund (EPF) Registration
  - e) Employees State Insurance (ESI) Registration
  - f) Service Tax Registration
  - g) Labour License\*\*

\*\* Successful bidder has to submit the Labour License within one month from the date of placement of Letter of Intent/Work Order.

1. The intending bidder shall submit details of past experience along with copies of 'Contract Agreement(s) / Work Order(s) including Performance Certificate(s)/Completion Certificate/Execution Certificate, Notarized documents to substantiate volume of work executed to fulfill eligibility from the respective Client(s) in support of their meeting the above stipulated technical requirements as per format furnished herein below:

Sl No.	Description	Client-1	Client-2	Client-3
a.	Name of Customer			
b.	Address & Contact Person			
c.	Telephone no/Fax no/Email ID			
d.	Brief description of the work			
e.	Value of Work Order			
f.	Contractual time of completion			
g.	Actual time of completion			
h.	Reasons for delay, if any			
i.	Certificate from the owner of the works referred in support of satisfactory execution			

(Note: Bidder may attach additional sheets, if required, as per above format along with its bid.)

### **B) Financial**

- A) The intending bidder must have an average annual financial turnover duly certified by CA during last three years ending with 31<sup>st</sup> March of the previous financial year should be at least 80% of the total estimated cost.
- B) Solvency Certificate from the Banker for at least 50% of the estimated cost.

<b>OTHER INFORMATION</b>	
Estimated value of the work	<b>Rs. 96,29,225.00</b> (Rupees ninety six lakh twenty nine thousand two hundred and twenty five only)
Cost of Tender Paper (Non refundable)	<b>Rs. 3,000.00</b> (Rupees three thousand only)
Earnest Money Deposit (E.M.D)	<b>Rs. 1,92,600.00</b> (Rupees one lakh ninety two thousand six hundred only)
Period of Contract	01(one) Year
Last Date & Time for receipt of Tender documents by <b>Registered Post or Speed Post</b> only To <b>The In-charge/Civil Contracts</b>	27 <sup>th</sup> April, 2010 at 3:30 PM (IST)

<b>Bokaro Power Supply Co. (P) Limited Bokaro Steel City-827001. Jharkhand.</b>	
Date & Time of Opening of Part-I of Tender (Cost of Tender Document)	27 <sup>th</sup> April, 2010 at 3:30 PM (IST) in the office of Civil Contract Cell, BPSCL, B.S.City.
Date & Time of Opening of Part-II of Tender (EMD)	28 <sup>th</sup> April, 2010 at 3:30 PM (IST) in the office of Civil Contract Cell, BPSCL, B.S.City.
Date & Time of Opening of Part-III of Tender (Techno Commercial Bid)	27 <sup>th</sup> April, 2010 at 3:30 PM (IST) in the office of Civil Contract Cell, BPSCL, B.S.City.
Date & Time of Opening of Part-IV (Price bid) of Tender	Date & Time will be intimated later.

## **2. GENERAL TERMS & CONDITIONS**

i) The intending bidder has to submit as following :

Part-I = Cost of Tender Paper, Demand Draft of **Rs. 3000.00** (Rupees three thousand only) should be drawn on any Nationalized Bank in favour of **Bokaro Power Supply Company (P) Ltd.**, Payable at **Bokaro Steel City**.

The validity of Demand draft should be 180days from the date of opening of tender

Part-II = Earnest Money Deposit, in the form of Demand Draft of **Rs. 1,92,600.00** (Rupees one lakh ninety two thousand and six hundred only) should be drawn on any Nationalized Bank in favour of **Bokaro Power Supply Company (P) Ltd.**, Payable at **Bokaro Steel City**

or

Bank Guarantee of **Rs. 1,92,600.00** (Rupees one lakh ninety two thousand and six hundred only) in prescribed form as per Annexure-I

The validity of EMD should be 180days from the date of opening of tender. EMD Exemption wherever applicable may be availed of by Government Organizations/SSI units against entitled document.

Part-III = All documents related to Eligibility & Qualifying Requirements (Technical & Financial) as mentioned above, and all the Tender documents which the intending bidder is downloading from website. Must be submitted in **duplicate**, and bidder must sign on all the documents related to Eligibility & Qualifying Requirements (Technical & Financial) and Tender Documents.

Part-IV = Price Bid (Annexure-II) **in duplicate**

ii) Bidders are requested to submit one sealed envelop contains separate sealed envelopes of **Part-I** (Cost of tender Paper), **Part-II** (Earnest Money Deposit), **Part-III** (Eligibility &

Qualifying Requirements and Tender documents) in duplicate and **Part-IV** (Price Bid) in duplicate of tender.

- iii)** Eligibility & Qualifying Requirements (Part-III) will open to those Bidders only who have submitted Cost of tender paper (Part-I) and E.M.D (Part-II).
- iv)** Price bid will be opened for only the bidders who have qualified in the Part-I, Part-II and Part-III of tender
- v)** Bidders are requested to study the existing system, equipment, materials, site conditions etc. and submit their quotation as per technical specifications, terms and conditions etc enclosed with tender documents.
- vi)** *No Joint Venture or Consortium is allowed to participate in the tendering.*
- vii)** Validity of Rates: Rates quoted in the tender and terms & Conditions of the tender shall remain firm and valid for a minimum period of 06 (Six) months from the date of opening of tender.
- viii)** The rates quoted by the Bidder shall include the labour cost of each and every dimension together with statutory Bonus element as envisaged under the payment of Bonus Act '1965'.
- ix)** Rates are to be quoted on FIRM PRICE basis (including all taxes duties, Cess, Octroi, royalty, sales tax on works contract, if any, exclusive of service tax & educational cess specifying the same under appropriate head).
- x)** Conditional tenders in any form will not be accepted.
- xi)** Wherever service tax is applicable, the contractor shall have to submit their bills as per service tax rule indicating following details:-
  - i) Service tax registration No., copy of registration to be furnished, type of service registration made with excise department shall only be admissible for reimbursement. Claim for service tax in any other type of service other than those registered will not be reimbursed.
  - ii) Amount of service tax including education Cess paid/payable separately.
  - iii) Bill should bear serial No. and date."
- xii)** The BPSCL, at its discretion, may ask the bidder to furnish any other documents for its scrutiny during examination/evaluation of bidder's bid
- xiii)** All the labours engaged by the contractor should have to be covered under EPF, ESI & Miscellaneous ACT and the provision contained thereon.
- xiv)** It shall be the responsibility of a prospective bidder to ensure that its bid is submitted in the formats and as per the terms and conditions prescribed in the bidding documents and no change is made therein. All the documents along with detailed NIT as issued is final. On verification, at any time, whether the bidder is successful or not, if any of the documents submitted by the bidder including the documents issued are found tampered/altered/incomplete, they are liable for rejection, cancellation & termination of the contract, debarring, etc. as per the rules of the BPSCL.
- xv)** The BPSCL reserves the right to (i) not to accept the lowest rate quoted by a Bidder (ii) reject any or all the tenders in part or full and (iii) split up and award the work to more than one Bidder (iv) amend the scope of work and (v) amend the NIT including

canceling the work altogether, at any stage, without assigning any reason thereof and without bearing any liability or claim, whatsoever, consequent.

- xvi)** It will be presumed that the bidder has gone through the entire bidding documents and has understood the scope of the contract and all other stipulations therein, which shall be binding on the bidder.
- xvii)** The bidder must send the tender documents by Registered post or speed post only. No other mode of receiving of Tenders is acceptable. BPSCL takes no responsibility for delay, loss or non-reject of documents sent by post at any time either way. No financial obligation shall accrue to BPSCL in such an event.
- xviii)** At any time, prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Tender Documents.
- xix)** Any Addendum/Corrigendum will be published on our website only and the bidder should therefore visit our website regularly before submission of the tender (Till the second last day of bidding)
- xx)** Tender papers to be down loaded from our website ([www.bpscl.in](http://www.bpscl.in)).

## SECTION-1

### **CONDITIONS & RULES TO BE OBSERVED IN SUBMITTING TENDERS**

**1.1.** The Bidder shall quote the rate in figures as well as in words. The rates quoted shall be inclusive, in all cases, costs, taxes etc. tenders must be submitted in duplicate.

**1.2.** Bidders shall deposit Earnest Money amounting Rs. 1,92,600.00/- (Rupees one lakh ninety two thousand six hundred only) in any one of the following form:-

- i) Account payee Demand Draft of any Scheduled Bank Payable at Bokaro Steel City, in favor of Bokaro Power Supply Company (P) Limited.
- ii) Bank guarantee on approved format of BPSCL to be issued by a nationalized bank (Annexure-I).
- iii) Bankers Cheque in favor of Bokaro Power Supply Company (P) Limited.

**1.3.** Tenders shall be accompanied by a Partnership deed/ Proprietorship, Commercial Tax Clearance Certificate, EPF Code No., Sales Tax registration Certificate of the Individual/ Part/Firm submitting the tender.

**1.4. TENDER VALIDITY PERIOD:**

The tender shall be valid for one hundred and eighty (180) days from the date of opening of price bid.

**1.5. GENERAL**

- i) The tenderers shall be presumed to have carefully examined the conditions and specifications of work and to have fully acquainted themselves with all the details of site, locations, communications, labour conditions and any other general information, data etc, pertaining to and needed for the work.
- ii) The tender rates shall be written in English, in ink both in words & figures. In the case of any discrepancy between the works & figures of the rates quoted, the rates expressed in words shall be taken as correct. In the case of discrepancy in the Unit Rate and Amount, Unit Rate will govern. Erasures, changes and corrections of whatever type/ nature shall be attested by the Bidder. The rates and amount shall be written in rupees and paise only. The rates in words shall be written in one single line only without admitting any interpolations.
- iii) All pages of the tender documents, conditions, specifications, drawings etc., shall be initialed at the lower left hand corner and signed wherever required by the Bidder before submission of the tender.

- iv) If the intending Bidders are a firm or Company, then they shall in the forwarding letter mention the number and names of all the partners of the Firm or Company as the case may be and the name of the partner who holds the power of Attorney Authorizing him to conduct, the transactions on behalf of the Firm or the Company. All partners shall sign before submitting the same unless the Power of Attorney holder specifically has been authorized in this respect.
- v) No alterations and modifications shall be made in the various forms and schedules which form the part of the contract documents. Also any tender that is not accompanied by all the data and information specified herein above or that does not include rate for all items included in the Schedule or that which is not initialed or signed wherever required shall be considered as incomplete and is liable for rejection at the discretion of BPSCL.
- vi) If any Bidder withdraws his tender before its acceptance or refuses within a reasonable time without giving satisfactory and acceptable explanation thereof, the Bidder shall be disqualified for making any tender of the BPSCL for a minimum period of one year. In the case of Bidder refuses to carry out the work after acceptance of the tender without any satisfactory reason thereof, they shall be disqualified for submission of tenders in future for a minimum period of two years and the security deposits/ earnest money will be forfeited.

#### **1.6. INTERPRETATIONS OF TENDER DOCUMENTS BEFORE TENDERS ARE RECEIVED:**

If any person contemplating submission of a tender for the work covered by these tender documents, is in doubt as to the meaning of any part of the tender documents, he may submit to the I/c Civil Contracts a written request for interpretation thereof. Any interpretations of the tender documents will be made only by formal addendum issued by the I/c Civil Contracts shall be final and binding on all parties. No other interpretation by the contractor or any person on his behalf will be accepted by the BPSCL and the same shall not be binding on it.

The contractor shall particularly apprise himself of the space available around work site for storage of materials, working conditions etc.

#### **1.7. BIDDER'S RESPONSIBILITIES:**

The Bidder shall carefully examine the location of the proposed work, standard contract forms, and local conditions affecting the work such as labour, materials etc., before submitting the tender. For inspection of site of work he may contact the Project Authority of the BPSCL, Bokaro Steel City, Jharkhand.

The contractor shall provide himself with necessary godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants etc., and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to the BPSCL the contractor shall maintain the work properly and carry out all minor repairs at his own expense.

The contractor shall make his own arrangements of the accommodation of his staff and workers.

**1.8. SEPARATE CONTRACTS:**

The BPSCL reserves the right to let other contractors in connection with the Project and the contractor shall co-operate and offer other contractors reasonable opportunity for access to the works for the introduction and storage of materials and the extension of their works.

**1.9. ADDENDA:**

Any Addendum/Corrigendum will be published on our website only and the bidder should therefore visit our website regularly before submission of the tender (Till the second last day of bidding)

**1.10. REJECTION OF TENDERS:**

Any unbalanced tender which, in the opinion of the I/c Civil Contracts, will be detrimental to the interest of the BPSCL, will be subject to rejection without assigning any reason for such rejection.

Any stipulation of the Bidder in conflict with the tender documents, if considered of sufficient importance, may be the cause for rejection of the tender.

A tender may be rejected if the Bidder cannot conclusively show that he has necessary resources, capital and past experience in successful completion of similar work and can provide the necessary plant and equipment to commence work in reasonably close agreement with the schedule forming part of his tender and that he is not already obliged for the performance of other work which would delay the commencement and/or completion of the work contemplated in this contract.

**1.11. DEVIATIONS:**

Any Deviation, desired by the contractor under this Specification shall be specially mentioned in the "Schedule of Deviations" giving justification for such deviations.

**1.12.** The Bidder should submit the EPF code number against the name of their firm issued from the EPF Commissioner's Office along with the tender. If the EPF code number is not given along with the tender, the tender will be rejected.

**1.13.** The Bidder should submit the ESI Registration Certificate against the name of their firm issued from the regional office of the state along with the tender. If the ESI registration number is not given along with the tender, the tender will be rejected.

## SECTION-II

### SPECIAL INSTRUCTION TO THE BIDDERS/CONTRACTORS

#### **2.1 SCOPE AND MEANING OF CONTRACT:**

The term "Contract" hereinafter used would mean and include the abridged tender notices, detailed notice on invitation to tender, special instruction to Bidders to General Specification, General Specification for equipment and mechanical works etc. scheduled drawing and any other documents attached to the tender documents those are subject to an include the alteration and modification carried out and agreed to before the contract documents is finally decided and accepted by BPSCL. The term "Contractor" "The Contractor Firm" and "Firm" mean the agency entering into contract with the BPSCL.

#### **2.2 PROCUREMENT OF MATERIALS AND PAYMENT OF TAXES:**

Unless and otherwise specifically stated all materials required for completion of the work as per specifications shall be procured and brought at site by the agency at its cost. The rates quoted for the items shall be inclusive of all costs of materials and labour and it shall also cover all taxes viz. Sales Tax, Local Tax etc., that are payable by the firm under the law of land on the date of submission of tender. Any statutory variations in taxes and duties will, however, be adjusted as per as per actual on production of documentary evidences.

#### **2.3 ACQUAINTANCE WITH SITE CONDITIONS ETC.**

The agency shall study the prevailing site conditions, general conditions and data included in these documents and get verified/supposed to have got verified before submitting the tender/offer of the work. In case of any doubt it will be presumed that the Bidder is aware of all details regarding the proper execution of the work, as per tender conditions and specifications.

#### **2.4 SITE CONDITIONS**

The Bidder shall verify the conditions/deemed to have verified the conditions of the site by actual inspection before submission of the tender/offer.

#### **2.5 ACTION IN CASE OF NONCOMPLIANCE**

Failure to comply with above conditions and specifications will result in the Company taking action at the risk and cost of the contractor. Submission of the tender/offer binds the contractor for complying with requirements of the above conditions and specification without any extra payment.

#### **2.6 CURRENCIES OF TENDERES/WORKS**

Tenders/offers shall be quoted in Rupees (India Currency). Local costs such as taxes, duties, local storage, and transportation cost should be included in total price.

## SECTION-III

### GENERAL CONDITIONS

#### 3.1 DEFINITION

Whenever these words occur in the Tender Documents they shall have the following meanings:

##### 3.1.1 TENDER DOCUMENTS:

The Tender Documents include invitation for Tenders, information and instructions of Bidders, General Conditions, Special Conditions, Engineering Specifications, Tender Forms and Addenda, if any, or all of these documents. These documents are complementary and any work called for by one is as binding upon the parties, as if called for by all. They are intended to comprise every thing necessary for the complete execution of the work even though specific reference may not be made to all details of labour and materials required.

##### 3.1.2 CONSULTING ENGINEER

The word consulting Engineer used hereinafter shall refer to the firm or person (or their local representatives) that may be appointed by the BPSCL as its Consulting Engineer. The Contractor shall give fullest cooperation to the Consulting Engineering in carrying out inspection of works.

##### 3.1.3 CONTRACTOR:

The contractor is the successful Bidder who is awarded the contract to perform the work covered by these Tender Documents and shall be deemed to include the Contractor's successors, heirs, executor, administrators, representatives and or assigns as the case may be and an approved by the BPSCL and will be referred to as if of masculine gender and singular number, through out the Tender Documents.

##### 3.1.4 CONTRACT PARTIES:

The BPSCL and the Contractor are those named as such in Contract Agreement.

##### 3.1.5 ENGINEER:

Engineer shall mean the authorized representatives of BPSCL acting within the scope of the authority entrusted to them.

##### 3.1.6 TENDER DRAWINGS:

The terms 'Tender Drawing' refers to the drawings made part of the Tender Documents.

##### 3.1.7 DETAIL DRAWING:

This shall mean the drawing prepared for the purpose of clarifying the work, inclusive of sketches etc. prepared by the Engineer or his authorized representative.

### **3.1.8 WORK**

Month shall mean English Calendar month.

### **3.1.9 LETTER OF INTENT:**

Letter of intent shall mean the BPSCL's letter covering its acceptance of the tender subject to such reservations as may have been stated therein.

### **3.1.10 WRITING:**

Writing shall include any manuscript; type written or printed statement, sketches or drawings to convey information or instructions, under or over signature or seal, as the case may be. Words importing the singular only shall also include the plural and vice-versa where the context requires.

### **3.1.11 TERMS OF APPROVAL, JUDGEMENT OR DIRECTIONS:**

When the words 'Approved', 'Subject' to approval 'Satisfaction' Equal to 'proper' 'As' directed by where Directed when directed Determined by Accepted, etc are used the approval, judgment, direction, etc implied is understood to be function of the Engineer or his authorized representatives.

### **3.1.12 MANUFACTURING:**

The term 'Manufacture' used herein refers to the party proposing to design , and/or manufacture the equipment and materials as specified complete or in part.

### **3.1.13 SITE:**

The site shall mean the place or places named in the Contract and include where applicable lands and building upon or in which the works are to be executed.

### **3.1.14 PLANTS, EQUIPMENTS, STORES, WORK, OR WORKS:**

Plants, Equipments, Stores work or works shall mean and include plants and materials to be provided and work to be done by contractor under the contract.

### **3.2 INTERPRETATIONS:**

Decision by the Engineer shall be conclusive as to the true purpose and meaning of drawings and specifications. Any discrepancy which may exist between drawings and specification shall be referred to the Engineer whose decision to the true meaning shall be final.

### **3.3 EXECUTION, CO-RELATION AND INTENT OF DOCUMENTS:**

Two copies of the formal agreement shall be executed by the BPSCL and the contractor. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, applied to indicate a well known technical or trade meaning shall be held to refer to such recognized standards.

### **3.4 ARBITRATION:**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of Specifications designs, drawings and instructions herein contained and as to the quality of the workmanship or materials used on the work, or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work after the compilation or abandonment thereof shall be referred to the sole arbitration of a person appointed by the BPSCL who may or may not be a BPSCL Officer. Such appointment shall not be objected to on the ground that the arbitrator so appointed is a BPSCL Official or that he had to deal with matters to which this agreement relates and in the course of his duties as BPSCL official he had expressed views on all or any of the matter in dispute or differences. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the contract.

### **3.5 PROGRAMME:**

The contractor shall submit at such times be requested by the Engineer, schedule which shall show the order in which the Contractor proposes to carry on the work with dates at which the contractor will start the several parts of the work and estimated dates of completion of the several parts consistent with the time stipulated for completing the entire job. At the commencement of the work, the contractor shall submit a detailed constructing schedule which would be subject to the approval of the BPSCL and should set forth in detail all phases of the work as described in the specifications showing the dates of commencement and completion of each phase, together with the anticipated percentage of completion versus elapsed time.

### **3.6 BIDDER'S RESPONSIBILITIES:**

The Bidder or his agent shall carefully examine the location of the proposed work, standard contract forms, and local conditions affecting the work such as labour, materials etc., before submitting his tender. For inspection of site of work the bidders may contact the I/c Civil Contracts or their authorized representative of the BPSCL, Bokaro Steel City.

The Contractor shall provide himself with necessary Godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants, etc., and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to the BPSCL the Contractor Shall maintain the work properly and carry out all minor and major repairs at his own expenses. The Contractor shall be responsible for maintaining the work site reasonably free and clean from accumulation of surface water, providing where necessary suitable drainage or pumping out of water at his own cost.

The Contractor shall make his own arrangements for the accommodation of his staff worker. The Engineer will, however, make available for this purpose the necessary land/within an available distance of about 5 km from the work site.

Water and Electricity as required for the execution of the work shall have to be arranged by the Contractor at his own cost.

### **3.6.1**

The Bidder shall state clearly in his tender the detail procedure he shall adopt to execute the work successfully, the details of the construction & other equipment he shall engage for the execution of the job, their capacity, numbers etc so as to enable the BPSCL to assess the capability of the Bidder to successfully complete the job in time.

The contractor shall also understand that in the event of his progress of work falling below the rated progress, the Engineer shall have the right to utilize his own equipment to step up the progress of the work at the cost of the contractor.

### **3.6.2**

The Contractor shall provide all equipment and tools needed to do the work efficiently.

### **3.6.3 SEPARATE CONTRACTS:**

a) The BPSCL reserves that right to let other contracts in connection with the project and the Contractor shall Co-operate and offer other Contractors reasonable opportunity for access to the work for the introduction and storage of materials and the execution of their works.

b) If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defect which may develop in the other Contractor's work after the execution of his work.

### **3.6.4 ASSIGNMENT:**

The contractor shall not assign or sublet the contract whole or part to any other agency without prior written permission from BPSCL.

### **3.6.5 RIGHT TO CHANGE PLANS:**

When additional information becomes available, it may be found desirable to change the dimensions or design of the structures covered by these tender documents to conform to such conditions. The BPSCL or the Engineer reserves the right to make such reasonable changes as may be considered necessary or desirable. The contractors plan shall be laid out and his operation's shall be so conducted as to accommodate any reasonable change in the design of the structures or any part thereof. The approval plans and copy of the specifications should be kept at the work site by the Contractor for ready reference.

### **3.6.6 SUPERVISION:**

The Contractor shall keep on the work during the progress a competent qualified Resident Engineer and necessary assistants who will represent the Contractor in his absence. They shall not be transferred from the job without the Engineer's consent. Important directions shall be confirmed to the Contractor in writing. If the Contractor in the course of the work

finds any discrepancy between the drawings and the Physical conditions of the locality, or any errors, or commission in drawings or in the layout or prints and instructions, it shall be his duty to immediately inform the Engineer in writing and the Engineer shall verify the same. Any work done after such discovery until authorizes, will be done at the Contractor's risk.

### **3.7 EMPLOYEES:**

The Contractor shall employ only competent, skilled and orderly men to do the work. He shall discharge within 24 hours any of his representatives, foremen or any other men employed by him from this job, which is in the judgment of the Engineer incompetent, unfaithful, or insolent or wanting in the proper performance of his work or guilty or routes, disrespectful or otherwise improper conduct. Neither the Contractor, the BPSCL nor the consulting Engineer shall hire or employ any employee of the other party except by mutual consent.

### **3.8 INSPECTION:**

Work under these tender documents shall be subject to approval of the Engineer who shall determine the amount, quality, acceptability, and fitness of the several kinds of work and material questions which may arise as to measurement of quantities and fulfillment of the technical requirements the tender documents.

### **3.9 ACCESS TO WORK:**

The Engineer, his assistants and other agents of the BPSCL shall at all times have access to all places where work is being done or where materials are being prepared for use under this contract and they shall have full and safe facilities for the unrestricted inspection of such materials and work. The Contractor shall furnish any aid or assistance required for the proper inspection and examination of the work.

### **3.10 RIGHT OF WAY:**

The BPSCL will provide the right of way on the site for permanent works or installations and right-of-way for access therein over stabilized routes belonging to it the Contractor will be permitted to use such land for construction purpose; but any additional right-of-way desired by the Contractor for construction purposes shall be provided by the Contractor without expense to the BPSCL.

### **3.11 POSSESSION PRIOR TO COMPLETION:**

The Engineer shall have the right to take possession of or use any completed partially completed part of the work. Such possession or use shall be deemed to be an acceptance of any work not completed in accordance with the Contract Agreement. If such prior possession of use by the Engineer delays the progress of the work, and suitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly. No other claim in this regard shall be entertained.

### **3.12 CLIMATIC CONDITIONS:**

The Engineer may order the Contractor to suspend any work that may be subject to damage by the prevailing climatic conditions and no claims due to this suspension of work shall be entertained.

### **3.13 SUSPENSION OF WORK:**

The Engineer may at any time suspend the work or any part thereof by giving three days notice to the Contractor in writing. If the Contractor is not given an order to resume work within sixty calendar days from the date of suspension he may abandon the portion of the work suspended.

### **3.14 THE ENGINEER'S RIGHT TO DO WORK:**

If the Contractor neglects to prosecute the work properly or fail to perform any provision of this contract, the Engineer after seven days written notice to the Contractor may without prejudice to any other remedy make good such deficiencies and the BPSCL may deduct the cost thereof from the payment then or thereafter due to the Contractor.

### **3.15 THE ENGINEER'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT:**

In the event that any of the provisions of this Contract Agreement is violated, or if the Contractor is adjudged bankrupt or if he is made a general assignment for the benefit of his creditor, the Engineer may on behalf of the BPSCL serve written notice upon the Contractor of his intention to terminate such contract agreement, such notices to contain the reasons for such intention to terminate Contract Agreement. Unless within ten calendar days after serving of such notice upon the Contractor such violations or delay shall cease and satisfactory arrangement for correction be made, the Contract Agreement shall cease terminate without prejudice to BPSCL right for damages or any other right against the Contractor. Such termination notice will cease and stand determined.

### **3.16 CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT:**

If the work is stopped under an order of any court and/or public authority for a period of three months through no fault of the contractor or should the BPSCL fail to pay any judgment entered in the courts within sixty calendar days after such judgment shall have been entered, the Contractor may stop work and recover from the BPSCL payment for all work executed.

### **3.17 FORCE MAJEURE:**

Subject to the operation of "Force Mejeure" time is the essence of the contract. For the purpose of this contract the term "Force Mejeure" is defined as Acts of God, was hostilities, acts of the public enemy, civil commotions, sabotage, acts of Government (including, but not restricted to, any preference, priority, allocation or limitation order and any export or import control), fires, floods, explosions, or their catastrophes, accidents, epidemics, quarantine restrictions, strikes or other labour troubles, embargoes or other transportation delays, and delays incurred by the contractor, due to such causes, claims for reasonable extensions of time on account of "Force Mejeure" shall be grated subject only to notification within 15 (fifteen) days to the BPSCL of the particulars thereof and the supply to the BPSCL if required, of reasonable supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries. No other claims in this regard shall be entertained.

### **3.18 PROTECTION OF WORK AND PROPERTY:**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the BPSCL and adjacent property from injury or loss in

connection with contract operations. The Contractor shall provide all passage ways, guard fences, lights and other facilities for protection required by public authorities or local conditions.

### **3.19 INDEMNITY, DAMAGES & INSURANCE:**

The Contractor shall indemnify and save harmless the BPSCL or the Engineer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the BPSCL by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or the guarding of it.

The Contractor shall also indemnify the BPSCL against payments under the workman's Compensation Act, which the BPSCL May suffer, sustain or be in any way subjected to by reason of injuries to the contractor's or the BPSCL's employees or other persons, or damage to the property of any person of BPSCL, arising out of or resulting from the performance of the work of his contract. The Contractor shall obtain Workmen's Compensation and Public Liability Insurance and submit the policies to the Engineer for approval before beginning the work covered by the Contract. Workmen's compensation Policy shall contain a waiver of the Insurer's right, under the workman's compensation Law, to recover from the BPSCL compensation and other expenses paid for any injury to or death of any employee of the Contractor while performing the work employee of the Contractor while performing the work covered by the Contractor. The public liability policy shall be so drawn as to protect the BPSCL as well as the Contractor from injury to or death of any person resulting from the work described herein, and if required by the BPSCL, for damage to property resulting there from. The policy shall provide for coverage in such amounts as shall be designated by the Engineer or as specified hereinafter.

The Contractor shall carry public liability insurance with limits not less than Rs. 50,000/- for any one person and Rs. 1,00,000/- any one accident and property damage insurance.

### **3.20 DAMAGES:**

Any claim or damage arising under the Contractor Agreement shall be made in writing to the party liable within a reasonable time of the first observance and not later than the time of final payment.

### **3.21 TAXES, PERMITS AND FEES:**

The Contractor shall include in his tender prices all taxes including sales tax works if any and all other tax as applicable to his operation work. He shall also obtain and pay for all permits, licences, Royalties or other privileges necessary to complete the work, certificate of which shall be delivered to the Engineer and will become the property of the BPSCL.

### **3.22 ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws codes and statues shall be observed.

The Contractor shall provide, erect and maintain all necessary barricades and sufficient red lights, danger signals, and signs and take all necessary precautions for the protection of the

work and safety of the public road and high ways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night and all light shall be kept burning from sunset to sunrise. The Contractor shall times, exercise reasonable and proper precautions for the safety of the people on the works and shall comply with the provision of earnest safety of the people on the works and shall comply with the provision of earnest safety laws and buildings and construction codes as may be applicable. He shall also provide all necessary fencing and lights required to protect public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the regulations or laws prevailing in this county. The responsibility for payment of compensation for accidents on the work under execution by the Contractor will rest entirely on the Contractors, and in case the department (either alone or jointly with the Contractor) shall be called upon by court of law to make good any such Loss or damages,, or to pay compensation (including that payable under the provisions of the Workmen's Compensation Act) to any person sustaining damage as aforesaid by reason of any Act, or of any negligence or omission on the part of the Contractor, the amount which the department may be required to pay in respect thereof and the amount of any costs shall be borne by the Contractor.

**3.23** The following are some of the requirements listed by the same are not exhaustive and the Contractor shall as to an augment those precautions on his own where necessary and shall comply with the direction issued by the Engineer in this behalf from time to time and all items:

- i) Providing protective footwear and headwear to workers in situation like mixing and placing of mortar or concrete and in quarries and places where the work done is under too much wet conditions.
- ii) Providing protective headwear to workers working near equipment etc., to protect them against accident fall of material from above.
- iii) Taking such normal precaution like providing handrails at the edges of the floating platforms or barges, not allowing nails or metal parts or useless timber to spread around etc.
- iv) Supporting workman with proper belts, ropes, etc, when working on any masts, cranes, hoists, dredgers, etc.
- v) Taking necessary step towards training the workers concerned on the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
- vi) Providing life belts to all men working at such situations from where they may accidentally fall into the water, equipping the boats with adequate number of life buoys etc.
- vii) Avoiding bare live wires, etc, as would electrocute workers.
- viii) Making all platforms stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risk.
- ix) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate "First Aid Treatment" in case of accidents due to suffocation, drowning, electrocution and other injuries.
- x) The workers engaged on risky jobs should be adequately insured.

### **3.24 SAMPLES:**

The Contractor shall furnish to the Engineer for approval, when requested, or if required by the specifications, adequate samples of all materials and finishes to be used in the work such samples shall be submitted before the work is commenced and well in advance to permit tests and examination thereof. All materials furnished and finished applied shall be fully equal to the approved samples.

### **3.25 PATENTS:**

The Contractor shall pay all royalties and license fees and save the BPSCL harmless from loss or annoyance on account of suits or claims of any kind, for violation or infringement of any letter patent or patent right by the Contractor or any one directly or indirectly employed by him or by reason of the use by him or them of any art, machine, manufacture or composition of matter on the works in violation or infringement of such letter or rights.

### **3.26 RUBBISH:**

The Contractor for the concerned work shall from time to time, removes all rubbish resulting from the execution of the work. Adjacent streets and drive ways shall be kept clean and unobstructed at all times. Materials resulting from demobilizing and not suitable in the reconstruction work will become the property of the Corporation of the BPSCL's approval and shall be immediately removed from the site. Upon completion the contractor shall remove all rubbish, tools, scaffolding and surplus materials and leave the premises clean and fit for use.

### **3.27 EMPLOYEES STATUS:**

The Contractor or his representative shall present his employees identification to the Engineer.

### **3.28 CO-OPERATIVE WITH THE BPSCL'S PERSONNEL:**

The Contractor shall Co-operate with the BPSCL's personnel to the fullest extent.

### **3.29 TECHNICAL PERSONNEL:**

The Contractor shall employ the following technical personnel during the execution of this work

- i) One Graduate Engineer when the cost of work to be executed is more than Rs. 10 Lacs.
- ii) One qualified Diploma Holder (Overseer) when the cost of work to execute is more than Rs. 5 Lacs but less the Rs. 10 Lacs.
- iii) The technical personnel shall be available at site whenever required by the Engineer to take his instruction.
- iv) In case the Contractor fails to employ the technical staff as aforesaid he shall be liable to pay a sum of 3,000/- (Rupees three thousand only) for each month of default in case of Graduate Engineer and Rs. 1,500/- (Rupees One thousand five hundred only) for each month of default in case of Diploma Holder (Overseer).

### **3.30 CORRECTION OF WORK AND FINAL PAYMENT:**

The Contractor shall promptly remover from the premises all work which in the opinion of the Engineer does not conform to the requirements of the contract documents and shall

promptly replace it with acceptable work, all without expense to the BPSCL. The Contractor shall repair all damage causes to his and other work and shall reimburse other contractors for any damage caused to his and other work and shall reimburse other contractors for any damage caused to their work, as a result of the removal and replacement of condemned work.

If the Contractor does not remove condemned work within five days after receipt of notice, the Engineer may have the condemned work removed and replaced at the Contractor's expense. If the Contractor does not pay all expenses incident to such removal and replacement, within ten days thereafter, the Engineer shall take action as he deems fit.

As soon as the work is ready for final inspection, the Engineer shall inspect the work and if it fully confirm to the specifications and terms and contract, he shall issue a final completion certificates and certificate of acceptance of work. Before issue of final certificate the Contractor shall submit satisfactory evidence to the Engineer that all pay rolls, materials bills or other dues in connection with this work have been paid. Contractor's Security Deposit will be returned six months after the date of final completion of work or payment of final bill whichever in latter.

### **3.31 PREVIOUS EXPERIENCE:**

The Bidder shall submit with the tender a list of similar works he has successfully completed in the recent past together with the names of the Owners, location of sites and value of Contract etc.

### **3.32 GUARANTEES:**

If the Contractor feels that any variation in work of quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall state them very clearly in the tender unless such deviation are clearly set forth by the Bidder in his term.

A general guarantee shall be supplied by the Contractor in a form acceptable to the BPSCL covering the remedying at his own cost, of any defects appearing within six months after acceptance of the work.

The Contractor shall remedy any defects in his work due to faulty materials or workmanship or both which shall appear within the time specified above. He shall pay for any damage to other work resulting from his own work, within the time specified.

### **3.33 Services to be furnished by BPSCL:**

- i) Centre lines and bench mark for the principal section shall be provided by BPSCL at no coat to the Contractor for carrying out the works. The Contractor shall make his own arrangement for subsidiary bench marks and centre lines.
- ii) Contractor shall arrange at his own cost the supply of electricity for the work and as well as for the residential Colony/Barracks. However should BPSCL at any stage by in a position to supply electricity both for works and Colony, the same will be given at one or two central points from which distribution shall be arranged by the Contractor at his own cost. Electricity so supplied by BPSCL shall be charged at the approved rates from the Contractor. Laying of the distribution/service lines for the supply of electricity shall be in

accordance with Indian Standard Electricity Rules and other statutory regulations.

- iii) Contractor shall arrange water required both for construction/drinking and residential purposes at his own cost.
- iv) Sufficient land at reasonable distance as decided by the Engineer from the project site shall be made available to the Contractor to build approved temporary residential accommodations, labour barracks etc., at no cost. Contractor shall however vacate the land after dismantling and clear all the structures built by them as when directed by the Engineer. Sufficient land at site as decided by the Engineer for storage of materials, construction or temporary office, stores etc, shall be made available to the Contractor at no cost.

## SECTION IV

### ADDITIONAL CONDITIONS

#### 4.0 CONTRACTORS OBLIGATIONS:

01. **Inspection of Site:** The Contractor shall be deemed to have inspected and examined the location of the proposed works and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub- soil (so far as is practicable) and having taken into account any information in connection therewith which may have been provided by or on behalf of the (Company) the form and nature of the site the extend and nature of the work standard contract forms local conditions affecting the work as labour and materials necessary for completion of the works, the means of communication with and access to the site the accommodation he may required and in general to have obtained for himself all necessary information as to risks contingencies and all other circumstances influencing on affecting his tender and execution of the work before submitting his tender
02. **General Responsibilities:** The Contractor shall subject to the provision of the contract construct complete and maintain the permanent and temporary works and provide all labour, materials, construction plant, temporary works, access roads, and transport to and from and in on about the site compressed air, water supply for all construction work permanent or temporary and everything where of a temporary or permanent nature required in and for such construction..
03. **Facilities for other Contractors:** The Contractor shall in accordance with the requirement of the Engineer afford all reasonable facilities for any other contractor employed by the Corporation and their workmen and for the workmen of the Corporation and their workmen and for the workmen of the Corporation and of any other property authorized or statutory bodies who may by employed in the execution on or near the site of any work. The roads access and site drainage constructed and maintained by the Contractor shall be used by other contractor and their workmen and others mentioned above.
04. **Work to be to satisfaction of Engineer:** The Contractor shall construct complete and maintain the works in strict accordance with the Agreement to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any matter. The Contractor shall take instructions and directions only from the Engineer or from Engineer's representatives. The whole of the materials plant and labour to be provided by the Contractor and mode manner and speed of construction and maintenance of the works are to be of a kind and conducted in a manner approved by the Engineer.
05. **Responsibility Unaffected by Approval:** Approval by the Engineer of the Contractor's programme and proposed method of execution shall not relieve the Contractor of any of his duties of responsibilities under the contract. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof.

06. **Contractor's Superintendence:** The Contractor shall give or provide all necessary superintendence during execution running and maintenance of all temporary and permanent works and as long thereafter as the Engineer may consider necessary. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required hazards likely to be encountered and methods preventing accidents) as may be requisite for satisfactory completion of the works. The Contractor or a competent and authorized representative approved of by the Engineer which approval may at any time be withdrawn is to be constantly on the works and shall give his whole time to the superintendence of the same. The authorized representative shall be in full charge of the works responsible for the safety of all operations of the works and shall receive on behalf of the contractor directions and instructions from the Engineer or the Engineer's Representatives. The Engineer shall be at liberty to object to an require the contractor to remove from the works any person employed by the contractor in or about the execution of the works.
07. **Vesting of Plant:** All plant goods and materials owned by the Contractor or by any company in which the contractor has a controlling interest shall when on the site be deemed to be property of the BPSCL. No separate payment will be made to the contractor on this account. The contractor shall not take any plant or material out of the site without the permission of the Engineer in writing.
08. **Quantities:** The Contractor should not and accept that the quantities set out in the schedule of works are the estimated approximate quantities of the work but they are not to be taken as the actual and correct quantities of the work to be executed the Contractor in fulfillment of his obligations under the agreement. Any error in description in the schedule of rates or omission therefore shall not vitiate the contract for release the contractor from the execution of the whole or any part of the works. Accordingly to the drawings and specification or from any of his liabilities of any errors omissions or wrong estimates in the description rates and prices inserted and quoted by the contractor in the schedule of works.
09. **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied him self before submitting his tender as to the correctness and sufficiency of the rates and prices stated by him in the schedule of works which shall (except in so far as it is otherwise provided in the contract cover all his obligations under the agreement.
10. **Law and Regulations:** The Contractor shall familiarize himself with and be governed by all deerems or laws of India and local statutes and regulations applicable to his work.
11. **Medical Care:** The Contractor shall furnish and maintain an emergency treatment to his employees can be given by a competent and qualified medical attendant who shall be employed and paid by the contractor and shall be available within the construction area at all times.
12. **Medical Supervision:** The medical supervision of the contractor over this employee shall include anti material measures, vaccination against small box, inoculation against typhoid fever and other diseases. Employees suffering from contagious diseases shall be removed, as and when directed, load approved

permanent hospital. If any case of contagious disease is observed amongst the employees it shall at once be reported to the Engineer.

13. **Camp:** The building of hutments or other structures for housing the men will be permitted only at such place as the Engineer shall approve and proper sanitary conditions of the area around such sanitary or other structures must at all times be maintained in a manner approved by the Engineer. The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon or about the works covered by this contract.
14. **Sanitary Conveniences:** Necessary sanitary conveniences for the use of labourers on the work, properly included from public observation, shall be constructed and maintained by the contractor in such a manner and at such points as shall be approved by the Engineer and their use by the workers shall be strictly enforced effectively preventing the workers from committing nuisance in the area.
15. **Penalty for delay in completion:** If the Contractor fails in the due performance of the work within the time limit specified or extension thereof, he shall be liable at the discretion of the Engineer to an unconditional penalty of 0.5% of the total contract value per day. The contractor's liability shall not in any case exceed 5% of the total contract value. This shall not, however, apply if the delay is due to causes beyond the control of the contractor such as acts of God, Fires, Flood, epidemics and unusually severe weather.

## SECTION-V

### 5.1 SCOPE OF WORK

#### 5.1.1 MAINTENANCE OF RAILWAY TRACK:-

The Quantum of track kilometer will be in terms of equated track kilometer (EKTm) as per Indian Railway norms & specifications. The scope of work includes the following:-

- a) Throughout packing of track.
- b) Picking up slack (need based maintenance).
- c) Lubricating & oiling of fish plates & bolts once a month or as the need may be.
- d) Creep adjustment (up to maximum of 75mm creep).
- e) Local adjustment of curves.
- f) Daily inspection of track.
- g) Pre-monsoon cleaning of side and catch water drains.
- h) Cleaning and uprooting of grass/bushes along tracks during the period of Work Order.
- i) Deep screening of track ballasts and allied job.
- j) Heavy pulling back of rails.
- k) Lifting of the track.
- l) Muck cleaning & transportation.
- m) The work will be executed as per schedule of quantities.
- n) Uprooting and grass/bush from the track or in the yard will be done both side of the track in an average of 2.5M from the center of line of the track.
- o) Removal of muck or other material has to be done from both side of track upto sleeper's level so, that proper slope should be maintained for proper drainage of water from the track.

#### 5.1.2 BREAKDOWN MAINTENANCE:-

- a) Attend the derailment/breakdown site as quickly as possible with all types of tools, tackles equipments including cutting sets.
- b) Re-Railed of wagon/loco and restored the Railway track as quickly as possible after derailment for which sufficient manpower should be made available for restoration of track (No claim on idle labour charge will be admissible).
- c) Filling and spreading the ballast under the Railway track.
- d) Throughout packing of Restored railway track.
- e) Tightening/locking the loose jaw, key, fish bolt and ERC.
- f) Lubricating & Oiling of slide chair & liver box as the need may be after breakdown or any problem during changing/handling the Points & Crossings.
- g) Local adjustment of effected curves and straight portion of railway track.
- h) Heavy pulling back and lifting of the track after breakdown.
- i) Cutting and drilling of rail as per requirement.
- j) Changing the all damaged sleeper and rail.
- k) Cleaning of Muck, Coal, and Ash slurry from affected track (if required).
- l) Helping to evacuate the wagon (if required for restoration of track).
- m) The work will be executed as per direction of site In-charge.
- n) Transportation of Rail/Sleeper and other P. Way materials from various stores/site to work site manually or with the help of Dip-lorry as per direction of Engineer in-charge

- o) Contractor/Supervisor/Contractor representative should submit the daily report of availability of all the consumables like kerosene, D.A & Oxygen gas, Grease, Mobile and Black oil.

### **5.1.3 RENEWAL OF TRACK:-**

- a) Complete track Renewal (C.T.R) at particular section wherever needed.
- b) Throughout Rail Renewal (T.R.R).
- c) Throughout PSC Sleeper Renewal including all Elastic track fastenings.
- d) Casual Renewal of Rails, Sleepers or both on certain section, wherever needed.  
Spreading of Ballast will be executed as per schedule of quantities.

### **5.2 PERIOD OF CONTRACT**

- a) Mobilization period - 15 (Fifteen) days from the date of issue of Letter Of Intent/Work Order.
- b) Contract period- 01 (One) year from the date of commencement of work.

### **5.3 CONTRACT PRICE**

Total Contract Price is **Rs. 96,29,225.00** (Rupees ninety six lakh twenty nine thousand two hundred and twenty five only), including all applicable taxes & duties but excluding Service tax & Educational Cess.

### **5.4 TERMS OF PAYMENT**

1. The Employer shall pay the Contractor for the Scope under the Contract detailed on the basis of the price break-up given in the Price Schedule/BOQ and Billing Schedule approved by the Employer pursuant to provisions of the Contract. All payments shall be made as per terms as stipulated herein below.
2. Terms of Payment for works for which total Contract Price is based on estimated quantity and unit rates.
3. **Terms of Payment:**  
Subject to any deductions which BPSCL may be authorized to make under the Contract, the Contract Price shall be payable as follows:
  - i) 95% of contract value will be paid on pro-rata basis on progressive job duly certified by Head of the Department/CED
  - ii) 5% will be retained as security deposit which will be released after 06 (Six) months of successful completion of work/guarantee period/maintenance period as applicable.
    - a) **Security money:-** The In-charge of the job will deduct from the bill a sum equal to five percent of the value of the work done as the security for the rectification of such defects in the work as may be noticed within 06 (Six) months after completion of work, such defects shall be rectified by contractor within such period as the In-charge of the job may appoint and if the contractor fails to rectify the defects within that period that will be rectified by the In-charge of job and they shall be paid from the security deposit. The security deposit deducted above will be refunded to the contractor 06 (Six)

months after the completion of the work in all respects provided the contractor has repaired all the defects, if any, noticed or reported within such 06(Six) months.

iii) All taxes as applicable will be deducted from your bills.

Escalation: - The rates will remain firm during the contract period. No escalation on any account will be admissible.

#### **5.5 SPECIAL CONDITIONS OF CONTRACT:**

- i) For item **Breakdown Maintenance** at Sl.No.B1 in the Price Schedule of Quantities, contractor will ensure deployment of 10 workers (including 01 supervisor and 01 welder cum gas cutter) in each shift daily including Sunday and holidays. (The gangs in each shift should be as per standard Railway norms).
- ii) Additional manpower will be provided by the contractor on specified day / shift as per requirement at the time as per the decision of Engineer In-charge of the work.
- iii) For item at Sl.No. B.1 in the Price Schedule of Quantities, if the deployment of the worker in a shift will be less than 10 workers, payment will be reduced on proportionate basis i.e Rs. 180 (Rupees one hundred eighty only)/person/shift.
- iv) Contractors / representative / supervisors will be present every day to depute the manpower and supervise the work as per the instruction of Engineer-in-charge of the work.
- v) If any derailment / breakdown take place, track will be restored as quickly as possible after derailment for which sufficient manpower should be made available for restoration of track. No claim on idle labour charge will be admissible. The work must be taken up within four hours other wise all the losses will be on Contractor's account. If the derailment/ breakdown is not attended within four hours a penalty of Rs. 500/- (Rs. Five hundred only) per hour will be levied on Contractor.
- vi) Contractors / representatives shall meet daily without fail with site In-charge for receiving day to day instructions.
- vii) **The Contractor may sublet, assign and transfer any part of the work with the prior written consent of BPSCL.**
- viii) The quantities in the schedule of quantities may be increased/ decreased and or deleted as per site conditions but the item rates will remain same.
- ix) BPSCL's other terms and conditions of contract shall be applicable to this case also.
- x) The contractor will comply with all the statutory provisions laid down in various relevant Labour Laws including Factories Act 1948 and rules there under, Contract Labour (R&A) Act 1970, PF & MP Act 1952, Payment of Bonus Act 1965, minimum Wages Act 1948, Payment of Wages Act 1936, Environment (Protection) Act 1986 and instructions/ guidelines pertaining to Safety, Security as issued by Central/ State Govt. /BPSCL or any other statutory authority. Besides adherence to all safety provisions at site, the contractors shall maintain statutory registers/ documents and produce the same wherever required for checking, In addition to other relevant documents,

'Adult register' and 'Notice of period of work' to be shown to SED for safety clearance.

xi) **LIQUIDATED DAMAGE (L.D.):**

- i. The time of completion as entered in the contract shall be deemed to be essence of the Contract. If the Contractor fails to complete the Works within the stipulated completion time, the Contractor shall pay to Employer( i.e.BPSCL) as liquidated damages for such default and not as a penalty, for every week or part thereof which shall elapse between the time prescribed or extended time, as the case may be, and the date of completion of Works and the amount of such L.D. will be equal to **half percent or such smaller amount as the Employer may decide (whose decision in writing shall be final) on the value of the whole of the works.** The Employer may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from any other of his obligation and liabilities under the Contract.
- ii. Further if the Contractor shall fails to maintain uniform progress of the work, he shall pay as liquidated damages and not as penalty for every week or part thereof that the due quantity of work remains incomplete an amount equal to one percent or such smaller amount as the Employer may decide (whose decision shall be final) on the value of the whole of the works.
- iii. Provided always that the entire amount of liquidated damages to be paid under the provisions of this Clause shall not exceed **05%** of Contract value.

If before the completion of the whole of the Works, any part of the works, has been certified by the Engineer as completed and occupied or used by the Employer, the liquidated damages for delay shall, for any period of delay after such certification, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works.

In-charge/Civil Contracts  
Bokaro Power Supply Company (P) Limited

**FORMAT FOR BID SECURITY BANK GUARANTEE***(On Non-Judicial Stamp Paper of value not less than Rs.100.00)*

Name of the Bank.....  
 Address.....  
 Guarantee No. ....  
 A/c Messrs ..... (Name of Bidder)  
 Date of Expiry .....  
 Limit to liability (currency & amount).....  
 Invitation For Bid No. ...., dated.....  
 For ..... (Name of Works)  
 Subject : ..... Bid Security Bank Guarantee. Date ..... 200..

**To**

.....  
 Bokaro Power Supply Company (P) Ltd.  
 .....  
 .....

[Name and Address of Employer]

Dear Sir,

In consideration of the \_\_\_\_\_ (Name of Employer) (hereinafter called "Employer") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s \_\_\_\_\_ (hereinafter called "Bidder") from demand under the terms & conditions of " Bidding Documents" (hereinafter called the said "Bidding Document") issued by the Employer vide No. \_\_\_\_\_ for the works \_\_\_\_\_ (Name of the Works) from deposit of Bid Security for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs.(\_\_\_\_\_ only) (figure in words).

1. We the \_\_\_\_\_ Bank Ltd. (Name of Bank) (hereinafter referred to as "Bank") having our registered office at \_\_\_\_\_ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified the Employer to the extent of Rs. ....(figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Employer by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by the Employer on demand and without demur to the extent foresaid.
2. We \_\_\_\_\_ Bank Ltd. do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfil the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
3. We \_\_\_\_\_ Bank Ltd. further agree that the Employer shall be the sole judge of and as to whether the Bidder has committed any breach or breaches terms and conditions of the said Bidding Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of the Employer that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered decision of the Employer that the Bidder has committed such breach or breaches and to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer shall be final and binding on us.

4. We \_\_\_\_\_ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee.
5. We \_\_\_\_\_ Bank Ltd. further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Employer may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.
7. We \_\_\_\_\_ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Employer merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Employer or the Bidder or the said Bank shall not discharge our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 200.. \_\_\_\_\_ for \_\_\_\_\_ Bank Ltd.

Your faithfully,

For .....

*(Name of the Bank)*