

WEST CENTRAL RAILWAY

ELECTRIC LOCO SHED, ITARSI

PUBLISHING THE DETAILS OF TENDER/CONTRACTS FINALIZED BY RAILWAYS ON WEBSITE FOR THE MONTH OF JUNE'2011

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
Tender No.	Item/ Nature of work	Mode of tender enquiry	Date of Publication of NIT	Types of bidding (single/two bid system)	Last date of receipt of tender	Nos. of tender Received	Nos. & Names of Parties qualified after technical evaluation	Nos. & Names of Parties not qualified after technical evaluation	Whether contract awarded to lowest tender/ Evaluated L-1	Contract No. & date	Names of contractor	Value of contract in Rs.	Scheduled date of Completion of supplies.
ET/TRS/WC/15/10-11	"Cleaning & Washing of Electric Locomotives " at Electric Loco Shed, New Yard, Itarsi (Qty. 2000 Locos)	Open	03.3.2011	Single	06.4.11	03 Nos.	03 Nos. 1. M/s Vinayak Sales and Engineering, Near Mini Gandhi Stadium, Itarsi 2. M/s Netsoft Integrator, Opp. Sukriti, S.P. Verma Road, Patna, 3.M/s Mahesh Enterprises, New Yard, Shanthi Nagar, Itarsi	Nil	Yes	ET/TRS/WC/15/10-11, dtd. 27.6.2011	M/s Vinayak Sales and Engineering , Near Mini Gandhi Stadium, Itarsi (MP)	7,90,160/-	26.6.2013

Sd/-
(Ajay Mathur)
Divisional Elect. Enggr. (TRS)
/ Sr. DEE(TRS)/ELS/ET

Registered With A.D.

WEST CENTRAL RAILWAY

OFFICE OF THE
Sr. DEE(TRS)/ELS/ITARSI
Tele Fax — 07572-265179
email – srdeetrset@gmail.com

No.ET/TRS/WC/15/10-11

Date : 27—6—2011

M/s Vinayak Sales and Engineering,
Near Mini Gandhi Stadium,
ITARSI-461 111,
District Hoshangabad (MP)

Dear Sirs,

Sub: — Acceptance letter for the work of "Cleaning and Washing of Electric Locomotives" at Electric Loco Shed, New Yard, Itarsi (Qty. 2000 Locos)

Ref: — 1. Your offer No. Nil, dtd. 06.4.2011.

2. This office Tender No. ET/TRS/WC/15/10-11, (Tender opened on 06.4.2011 at 15.15 Hrs.)

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This is to inform you that, the offer submitted by you against the tender referred above for subject work has been accepted by Railway administration 17% below the Railway's estimated cost of the work i.e. ₹. 7,90,160/- (₹. **Seven Lakhs, Ninety thousand, One Hundred, Sixty Only**) for entire work of **2000 Locos** including all taxes & duties and transportation charges etc. However, the details of rates are shown at **Serial No. 8**, of this acceptance letter and terms and conditions of this contract are as under

1. **SCOPE OF WORK**:—The detailed scope of Work is shown in enclosed tender in Part-IV of tender specification.
2. **QUANTITY**:— **2,000 Locomotives.**
3. **CONSIGNEE**:— Sr. Divisional Electrical Engineer (TRS) Electric Loco Shed, West Central Railway, Itarsi, will be the consignee for the work. The Sr. Divisional Finance Manager, West Central Railway, Bhopal, shall be bill-paying authority.
4. **TIME LIMIT FOR COMPLETION OF WORK**:— The entire work should be completed within **24 (Twenty four) months from the date of execution of work.** The contractor shall be provided a space and at least two Locos per day between 06.00 Hrs. to 24.00 Hrs. to carry-out cleaning work at Railway premises. However, SSE/E-2 (Inspection) shall ensure the time subject to the availability of Locos. The contractor shall has to complete the cleaning work within 02 hours per Loco.

5. **SECURITY DEPOSIT:**— The security deposit /rate of recovery/mode of recovery shall be as under :-
- Total Security Deposit will be **₹.39,510/- (₹.Thirty Nine Thousand, Five Hundred Ten only)**.
 - The earnest money **₹. 19,040/- (₹. Nineteen Thousand, Forty only)** deposited by the contractor will be retained by the railways as part of security deposit for the due and faithful fulfillment of the contract by the contractor.
 - The balance amount of security deposit of **₹. 20,470/- (₹. Twenty Thousand, Four Hundred, Seventy Only)** will be recovered from the running bills only of the contract at the rate of 10% of the bill amount till the full security deposit is recovered.
6. **PERFORMANCE GUARANTEE:**—The firm should give a Performance Guarantee in the form of an irrevocable Bank Guarantee or FDR, TDR etc. as mentioned in tender documents amounting to **₹. 39,510/- (₹. Thirty Nine Thousand, Five Hundred Ten only)**. The P.G. should be furnished by the firm in any form mentioned in tender document before signing of the contract agreement and shall be initially valid up-to the stipulated date of completion plus 60 days beyond that.
7. **LEGAL CHARGES:**— A fee of Rs. 200/- per legal document, like bank guarantee, Partnership deed, or power of attorney executed before the execution of the contract, the contractor will submit above charges for obtaining legal advice from law officer.
8. **SCHEDULE OF RATES:**— The schedule of rates and quantities of M/s Vinayak Sales and Engineering, Itarsi, accepted by Railways are as under.

Sr. No	Description of Work	Qty.	Unit Rate in ₹	Total amount in ₹
1	Cleaning and Washing of the Locomotive body using water first, then by cleaning agent, again by water and duly wiping out all dust with cotton, cleaning of both cabs, look-out glasses and headlights duly removing stains with kerosene oil and brush, cleaning of cobwebs in corners and ceilings of both cabins and corridors, cleaning of side body filters duly removing them from the Engine and refitting same into the engine cleaning of compressor oil trays as-per Qty. and scope of work	2000 Locos	476/-	9,52,000/-
Total Estimated Cost				9,52,000/-

Firms offer cost, 17% below the Railway's total estimated cost i.e. ----- (-) **₹. 1,61,840/-**
 Firm's offer net Cost accepted by Rly administration ----- = **₹ 7,90,160/-**
(Total ₹. Seven Lakh, Ninety Thousand, One Hundred Sixty only)
for entire work

9. **PRICE VARIATION CLAUSE:**— The rates accepted are firm and price variation shall **NOT BE ACCEPTABLE** in this tender.

10. **PAYMENT TERMS:**—
- (a) 100% Progressive payment shall be made for completed quantity, subject to furnish the bills in-duplicate and satisfactory inspection report. PAN to be submitted along with Bill, without PAN no payment will be made.
 - (b) Income Tax, Education Cess and commercial tax of Madhya Pradesh Govt. shall be deducted from contractor's bill as applicable.
 - (c) It may be noted that, the payments as above are subject to compliance of contractual obligation followed by Railway in works contract which are submission of Performance Guarantee, Power of attorney, verification of Power of attorney by Railway's legal department, signing of agreement, MB entries, Bill in Railway's standard form.
11. **FORM OF BILL:**—
- (a) Bill should be submitted in Bill form No.EB-4 (On Account contract certificate) & Bill form No. EB-3 (Final contract certificate).
 - (b) Income Tax & Commercial Tax of M.P. Government as applicable shall be deducted from contractor's bill.
It is also mandatory to provide the following information by the contractor along with bill.
 - 1. Contractor's Bank a/c no.
 - 2. Name of the Bank.
 - 3. MICR code of the Bank.
12. **ORDERS FOR RELEASE OF PAYMENT THROUGH ECS/EFT:** —
- i. Firm to give consent in a mandate form for receipt of payment through ECS/EFT/NEFT.
 - ii. Firm has to provide the details of Bank Account in line with Reserve Bank of India guidelines for the same. These details will include Bank Name, Branch Name and Address, Account type, Bank account number and Bank and Branch code as appearing on MICR cheque issued by bank.
 - iii. Firm has to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in para (ii) above.
 - iv. In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
13. **QUANTITY OPTION:**— The Railway reserve right to increase or decrease the quantity by 25% during the currency of contract. The total cost will be adjusted accordingly.
14. **DEVIATION:** -In your offer you have **not mentioned** any terms and conditions. Hence, all Railway's terms and conditions are binding to you.

15. **REFUND OF SECURITY DEPOSIT & PERFORMANCE GUARANTEE:-** The P.G. shall be released after physical completion of the work based on “completion certificate” issued by the competent authority stating that, the contractor has completed the work in all respect satisfactorily. The SD, however, shall be released after passing the final bill based on “No claim Certificate”..
16. **CONTRACTORS LIABILITIES:** —
 - 16.1. The responsibility for safe custody of materials, tools, etc. will be of the contractor. The responsibility of safe custody of materials, equipments will be entirely on the contractor’s part.
 - 16.2. All the materials, labour, tools, plant, machinery & equipments, required for the work should be arranged by the contractor at the site of work at his own cost.
 - 16.3. The contractor will be responsible for any damage to the material/ equipment or injury to labour during the period of work and he should take prior precautions to safeguard the material/equipment and ensure safety of his labour.
 - 16.4. The work completed by the contractor will be inspected by authorized representative of Sr. DEE(TRS)/Electric Loco Shed, West Central Railway, Itarsi and accepted after satisfaction. If any complaint is received regarding the work, the same will have to be rectified by the contractor free of cost.
 - 16.5. In addition to the conditions laid down the actual conditions such as GCC etc. prevailing at the time of signing the contract document shall supersede any of the provision as mentioned in the tender document.
 - 16.6. All the legal and financial implications as a result of modification in Government policy and act will be accordingly accommodated and shall be acceptable to the contractor.
 - 16.7. All the disposals regarding this tender remains under the jurisdiction of Bhopal court.
 - 16.8. General conditions of contract amended up-to date will be applicable.
 - 16.9. The contractor will be responsible for any compensation to be paid to his employees as a result of any mishap during the course of work. Railway will not be responsible for any injury, loss of life/damages to contractor’s labour or supervisors.
 - 16.10. The contractor shall remain at all time liable and responsible to the Railways for any loss or damage caused to Railway material. The assessment of damage shall be done by Railways and this assessment shall be final and binding on the contractor.
 - 16.11. It will be the responsibility of the contractor to ensure that all the workmen observe industrial safety rules, procedures, methods, practices etc., **In shed premises 25 KV OHE supply is available, contractor will take clearance from the Sr.Sec.Engg./E-2/Inspection before commencing the work for cleaning of each Locomotive (Inside & outside) to ensure isolation of 25 KV OHE line and placement of the locomotive. The Railways shall not be liable for any accidents, injuries etc. to his workmen.** The responsibility for placement of the loco and isolation of OHE supply before the washing work will be of the shed.

- 16.12. The Railways will also be authorized to recover the amount of loss suffered by the Railways from the contractor under these provisions and the decision and determination by the Railways or its authorized representative and shall not be challenged in any court of law or arbitration or otherwise and the contractor after signing this agreement hereby irrevocably authorizes the Railways to set off and adjust such loss or damage against the amount of security deposit and/or outstanding payment and in the event of short fall, the contractor shall immediately on issuing a certificate by the Railways, pay the same amount to the Railways without demur or objection.
17. **GOVERNANCE OF CONTRACT:**—This contract shall be governed by the latest General conditions of contract, IRS standard conditions of contract and Railway's standard Arbitration clause. In case of any ambiguity between GCC and special conditions of contract, special conditions of contract will prevail.
18. This being a works contract hence, all General Terms and Conditions of Works Contract of West Central Railway shall be applicable to firm.
19. **SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARD BY CONTRACTORS** The contractor is bound to issue Identity card to each and every person employed by him at Electric Loco Shed, Itarsi and deployed for execution of the contract work as-per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue Identity cards to their employers at Itarsi will be treated as breach of contract conditions and therefore will be dealt as-per clause 62(VII) of general condition of contract (GCC).
20. **SIGNING OF CONTRACT AGREEMENT:**—
- 20.1. The contractor shall have to furnish ownership deed, certificates of registration, legal documents, Performance guarantee Power of attorney in favor of the person signing the contract agreement etc. after receipt of the letter of acceptance within stipulated period.
- 20.2. The contractor will be intimated regarding vetting of above said legal documents and tenderer shall arrange for signing of contract agreement after receiving the intimation in this connection. In case the firm is a partnership firm, the contract agreement as power of attorney shall be signed by all partners.

All other Railway's terms and conditions of tender booklets are binding to firm.

You are advised to please attend this office within **Seven days** from the date of receipt of this acceptance Letter with performance guarantee.

Please sign each and every page of this acceptance letter and return one copy to this office in token of acceptance of all conditions mentioned above.

Thanking you,

Yours Sincerely,

DA : Part-IV (Tender
Specification)

Sd/-
(Neeraj Sharma)
Asstt. Div. Elect. Engineer (TRS)
/ Sr. DEE(TRS)/ELS/ET.
For and on Behalf of President of India,

C/- Sr. DFM/WCR/Bhopal. — For information and necessary action please.
C/- SSE/E-2/TRS/ET — He will supervise the work and progress
must be submitted to undersigned regularly.
C/- SSE(CS)/TRS/ET — For information & necessary action.

Sd/-
/ Sr. DEE/TRS/ELS/ET

PART IV

WEST CENTRAL RAILWAY

ELECTRIC LOCO SHED, ITARSI
ELECTRICAL DEPARTMENT

Tender No. ET/TRS/WC/15/10-11

**TENDER TECHNICAL SPECIFICATION FOR
"CLEANING AND WASHING OF ELECTRIC LOCOMOTIVES"
AT ELECTRIC LOCO SHED, NEW YARD, ITARSI"
(QTY. 2000 LOCOS)**

4.0. **QUANTITY**: — 2,000 Locomotives.

Minimum Quantities of man power and consumables required to carryout cleaning and washing of two nos. of Electric locos are as under.

S.N.	Description	Qty.
01.	Labour	04 Unskilled Persons per day
02.	Soap Liquid (Synthetic detergent) as-per IS-4956/2002 or latest	04 Liter per day
03.	Kerosiene	03 Liter per day
04.	Plastic Mug	04 Nos. Per month
05.	Hose Nylon	100 Mtrs. Per year
06.	Plastic Bucket	02 Nos. per month
07.	Cotton waste	01 Kg. per day
08.	Long size brush with handle	03 Nos. per month
09.	Hard Brush	04 nos. per month.

4.1. **SCOPE OF WORK**: —

- (i) Cleaning and washing of the Electric Locomotives are for removing the dust,/dirt.
- (ii) Cleaning and washing of the body on both sides of the Locos using water first, then by soap water and again by water duly wiping-out all dust and muck with cotton.
- (iii) Cleaning of both cabins, front lookout glass and head light duly removing stains with kerosene oil and brush.
- (iv) Cleaning of compressor oil tray's trench.
- (v) Cleaning of side filters by compressed air duly removing them from the engine and re-fitting the same into the engine.
- (vi) The cleaning includes the cleaning of cobwebs on corners and ceilings of both cabins and corridors.
- (vii) Cleaning agent soap liquid (Synthetic detergent) to be used for cleaning, must be as-per IS-4956/2002 or latest which will not reduce the shinning of the colour.
- (viii) The water and compressed air supply as applicable will be made available by Railways, free of cost, every day.
- (ix) Minimum 02 Nos. Locos will be made available for Cleaning and Washing per day.
- (x) Cess and Water charges are not recoverable.
- (xi) All the cleaning and washing material required for this work will be arranged by the contractor.

- 4.2. **INSPECTION AND ACCEPTANCE**:— The completed work in locomotives by the contractor will be inspected by authorized representative of Sr.DEE/TRS/ELS/ET and accepted after satisfaction. However, if any deficiencies remains while cleaning, the contractor's has to repeat this work on affected surface of locomotives. The contractors himself shall arrange the additional requirement of raw material on this account. The concerned section incharge shall maintain a site register to record day to day cleaning and washing work of the locomotives done by the contractor.
- 4.3. **FINAL INSPECTION**:—After completion of work, there will be joint inspection and will be recorded in site register between Railway and the contractor's representative for the following
- Quality of work.
 - General Inspection all around the locomotives to find out if any damages etc due to the work carried out by the contractor.
 - Date of completion of work. The details as below shall be maintained in a register and signed by contractor and Railway's Supervisor.

SATISFACTORY LOCO DETAILS

S.N.	Date	Loco No.	Contractor's Supervisor Name and Signature	Railway's Supervisor Name and Signature

- 4.4. Transportation of material will be entirely borne by the contractor.

Signature of contractor
With full address & seal

Sd/-
/ Sr. DEE(TRS)/ELS/ET