

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/04/11-12

Date : 26—9—2011

M/s Mahesh Enterprises,  
New yard, Shanti Nagar,  
**ITARSI—461 115 (MP)**

*Dear Sirs,*

**Sub: — Acceptance letter for the work of “Development and maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping and aesthetic sense of the Electric Loco Shed, Itarsi” for a period of one year**

Ref: — Your offer against this office Tender no. ET/TRS/WC/04/11-12,  
(Tender opened on date 09.8.2011 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 20% below the Railway's estimated cost of the work i.e. **₹ 2,47,315.20 (₹ Two Lakhs, Forty Seven Thousand, Three Hundred Fifteen & paise twenty Only) for entire work** inclusive of all taxes, duties, material charges, labour charges, transportation charges (to & fro) etc. However, the details of rates are shown at **Serial No.10**, of this acceptance letter and terms and conditions of this contract are as under.

1. **NAME OF WORK**:— Development and maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping and aesthetic sense of the Electric Loco Shed/Itarsi.
2. **SCOPE OF WORK**:—The detailed scope of Work is shown in enclosed tender in Part-IV of tender specification.
3. **CONSIGNEE**:— Sr. DEE(TRS)/ELS/W.C.Rly./Itarsi, will be the consignee for the work at Electric Loco Shed, Itarsi. The Sr. Divisional Finance Manager, West Central Railway, Bhopal, shall be bill-paying authority.
4. **TIME LIMIT FOR COMPLETION OF WORK**:— The entire work and final acceptance must be completed within a period of **12 months from the date of start of execution of work**. The work has to be started within 15 days from the date of receipt of Acceptance Letter. The completion of work includes stage inspection and its final acceptance to the entire satisfaction of the engineer.

5. **SECURITY DEPOSIT:**— The security deposit/rate of recovery/ mode of recovery shall be as under :-
  - a. Total Security Deposit will be ₹ 12,370/- (**₹ Twelve Thousand, Three Hundred, Seventy only**).
  - b. The earnest money ₹ 6,200/- (**₹. Six Thousand, Two Hundred 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.
  - c. The balance amount of security deposit of ₹ 6,170/- (**₹ Six Thousand, One 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 ₹ 12,370/- (**₹ Twelve Thousand, Three Hundred, Seventy 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. The Performance Guarantee shall be submitted by the firm within stipulated period in terms of GCC clause 16(4)(a).
  
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. **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.
  
9. **DEVIATION:**— In your offer you have **not mentioned** any terms and conditions. Hence, all Railway's terms and conditions are binding to you.

10. **SCHEDULE OF RATES:**— The schedule of rates and quantities of M/s Mahesh Enterprises, Itarsi, accepted by Railways are as under.

Sl. No.	Description of item	Qty.	Rate per unit In ₹	Total amount in ₹
1	Development and maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping and aesthetic sense of the Electric Loco Shed/Itarsi, as-per scope of work.	--	--	---
(a)	Landscaping planning & designing of Electric Loco Shed, Itarsi's garden by making provision of Rajghat doob/carpet grass different hedging patterns different varieties of plant, roses and creepers.	60 Sq. Mtr.	17.5198 Per Sq. Mtr.	(17.5198 x 60) = 1,051.18
(b)	Maintenance of lawns and its cutting by lawn movers and weeding out of lawns before moving once in 15 days or as required.	1675 Sq. Mtr.	0.9610 per Sq. mtr. Per month	(0.9610 x 1675 x 12) = 19316.10
(c)	Preparation of seasonal flowers beds & planting different varieties of approved seasonal plants and its maintenance round the year (winter, summer & rainy) as instructed by site engineer (03 time i.e. 3 Seasons x 04 months maintenance period/ year)	1836 Sq. Mtr.	7.0081 per Sq. mtr. Per season	(7.0081 x 1836 x 3)= 38600.61
(d)	Maintenance of existing 250 rose plants along with 70 Nos. small plants of Gamla (Pots).	320 Plants	0.7824 per plant, per month	(0.7824 x 320 x 12) = 3,004.41
(e)	Removal of wild vegetation and keeping the area free from wild growth of unwanted plants/ vegetation for the whole year.	23,000 Sq. Mtrs.	0.8590 per Sq. mtr. Per month	(0.8590 x 23,000 x 12) = 237084.00
(f)	Plantation of different varieties of plants at required places such as Mussendra, Ixora of all varieties, Gulfeneya, Hibiscus tri colour, Areca, Fish trial China, Fonex & bottle palms, Ashoka plants, Crotons, Dracena, Ferns, Ficus, Madhukamini, Hamalia, Thuja, Calendra etc.	50 Plants	113.8812 per plant	(113.8812 x 50) = 5,694.06
(g)	Maintenance of plants mentioned at 1(f) up-to 12 months along with existing 300plants like rubber, bottle palm, Vidhya, Ashoka and Cactus etc.	350 Plants	1.0461 per plant per month	(1.0461 x 350 x 12)= 4,393.62
2	GRAND TOTAL for Item No. 1(a) to 1(g)	----	----	3,09,143.99 OR SAY 3,09,144/-
<b>(₹ Three lakhs Nine Thousand, One Hundred Forty four only)</b>				

Firms offer cost, 20% below the Railway's

total estimated cost i.e. ----- (-) ₹ 61,828.80

Firm's offer net Cost accepted by Rly administration ----- = ₹ **2,47,315.20**

**(Total ₹ Two Lakhs, Forty Seven Thousand, Three Hundred Fifteen & paise twenty Only) for entire work**

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

12. **PAYMENT TERMS:**—100% Progressive Payment shall be released upon compliance with the condition of contract. After scrutiny the bill will be forwarded to Sr. Divisional Finance Manager, West Central Railway, Bhopal, for payment. Decision of fixation of the value recoverable i.e. deduction to be made for the bill of the contractor, if any shall be done by the Sr. Divisional Electrical Engineer (TRS) Electric Loco Shed, West Central Railway, Itarsi, or his successor or his authorized representative. It may be noted that, the payments as above are subject to compliance of contractual obligation followed by Railway in works contract which are brief signing of agreement, verification of Power of Attorney by Railway's legal department, Performance Guarantee, MB entries, Bill in Railway's standard form etc. PAN to be submitted along with Bill, without PAN no payment will be made.
13. **TAXES:**— Commercial tax of M.P. Government, Income tax and Education Cess as applicable shall be deducted from contractor bill
14. **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.
  4. IFSC Code
15. **ORDERS FOR RELEASE OF PAYMENT THROUGH ECS/EFT:** —
- (i) Firm has 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/EPT or where ECS/EPT facility is not available, payment will be released through cheque.
16. **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".

17. **CONTRACTORS LIABILITIES:** —
- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. All the disposals regarding this tender remains under the jurisdiction of Bhopal court.
- 17.6. General conditions of contract amended up-to date will be applicable.
- 17.7. 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.
- 17.8. 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.
18. **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
19. This being a works contract hence, all General Terms and Conditions of Works Contract of West Central Railway shall be applicable to firm.
20. **FAILURE TO COMPLETE THE WORK WITHIN THE TIME LIMIT:** —
- 20.1. Contractor should take all care to complete the work in time. For delay in work a penalty shall be imposed as-per the contract stipulation.
- 20.2. Delay in work after the specified period shall be viewed very seriously and penalty for delay shall be imposed @ Rs. 100/- per day in case of avoidable delays.
- 20.3. If the contractor fails to carry out, execute and complete the work to be done by him under this contract within the time specified in the tender form, the contractor shall accept a reduction in the total amount payable to him by the Railway as per the GCC.
- 20.4. The responsibility for safe custody of the materials, tools etc., will be of the contractor.
- 20.5. It will be the responsibility of the contractor to ensure that all the workmen observe industrial safety rules, procedures, methods, practices etc., The Railways shall not be liable for any accidents, injuries etc. to his workmen.

- 20.6. The contractor shall be liable to pay for direct losses, damages, caused to the Railways by him or his workmen knowingly/un-knowingly while they are in Railway premises working or not working. The amount shall be determined by the Sr. DEE/TRS/ELS/ET
21. **SPECIAL INSTRUCTION FOR ISSUE OF IDENTITY CARD BY CONTRACTOR**:— The contractor is bound to issue identity card to each and every person employed by him 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 employees will be treated as breach of contract conditions and therefore will be dealt as-per GCC.
22. **SIGNING OF CONTRACT AGREEMENT**:—
- 22.1. 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.
- 22.2. The contractor will be intimated regarding vetting of above said legal documents and contractor 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 required legal documents stated above.

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

*Thanking you,*

Yours Sincerely,

DA : Part-IV (Tender  
Specification & Drgs.)

( 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/M-4/TRS/ET — He will supervise the work and progress  
must be submitted to undersigned regularly.  
C/- SSE(CS)/TRS/ET — For information & necessary action.

/ Sr. DEE/TRS/ELS/ET

WEST CENTRAL RAILWAY

ELECTRIC LOCO SHED, ITARSI  
ELECTRICAL DEPARTMENT

Tender No. ET/TRS/WC/04/11-12

TENDER SPECIFICATION FOR THE WORK OF  
“DEVELOPMENT AND MAINTENANCE OF GARDEN AND LAWN IN  
ELECTRIC LOCO SHED TO SIGNIFICANTLY IMPROVE THE UP-KEEPING  
AND AESTHETIC SENSE OF THE ELECTRIC LOCO SHED/ ITARSI “

- 4.0.0. **NAME OF WORK:**— Development and maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping and aesthetic sense of the Electric Loco Shed/Itarsi.
- 4.1.0. **DURATION:** — 12 Months from the date of start of execution of work. The work has to be started within 15 days from the date of receipt of Acceptance Letter.
- 4.2.0. **SCOPE OF WORK:-** The scope of work shall include the work of Development and maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping and aesthetic sense of the Electric Loco Shed/Itarsi, premises as per following detailed scope.
- 4.2.1. Contractor shall be required to develop new grass lawn with hedge at (17) of drg. by way of:-
- (a) Soil preparation, leveling, fertilizing and planting Rajghat doop/carpet grass in the lawn and maintaining it throughout the contract period so that the lawn looks green clean and well maintained.
  - (b) Develop short hedge boundary with different varieties of plant roses & creepers of these lawns with regular trimming as and when required.
  - (c) Maintain above area mentioned as (17) of drg. As well as existing area mentioned as (6),(7),(8),(9),(10), (13),(15) and (16) of drg. throughout the contract period in such a manner that it is free from wild growth of vegetation weeds and lawn remains clean and green.
- 4.2.2. The contractor shall also be required to develop the seasonal flower bed around lawn area and at new area as directed by engineer in charge. The most probable area will be (1),(2),(3),(4),(5),(15),(16) & (17). The development and maintenance of these flower beds will include.
- (a) Preparation of seasonal/decorative flower beds by soil preparation suitable for plantation fertilizing etc.
  - (b) Plantation of seasonal flower plants/decorative plants like Dahalia, gendha, Poppy, Zenia, Sadafuly Marigold (dwarf) etc depending upon the season. The distance between two plants of a single flower bed should not exceed 1 foot.
  - (c) These flowering plants should be planted in a manner that, they grow to full at peak season.

- (d) The flower beds shall be prepared keeping in view the overall aesthetic look of the lawn.
  - (e) The contractor shall be required to maintain the flower beds thus developed throughout the contract period by watering, trimming if required, fertilizing, soil preparation and spraying insecticide as needed.
- 4.2.3. The contractor shall be required to maintain the 250 rose plants at area as mentioned (14) of drg. throughout the contract period. Electric Loco Shed, Itarsi, has few small plants in pots (gamala) apart from rose plants planted in a small surrounded area and other small plants of Ashoka and others. These plants count to approximately 70 in numbers. The contractor shall be required to maintain these also by way of timely watering, soil preparation, fertilizing, insecticide application and trimming as and when required.
- 4.2.4. Other than lawn and garden area the contractor shall be required to remove the wild vegetation from the area in and around shed as-per direction of engineer in charge. The contractor shall also be required to maintain this area free from growth of wild vegetation throughout the contract period.
- 4.2.5. The contractor shall be required to supply and plant the different varieties of plants (50 plants) such as Mussendra, Ixora of all varieties, Gulfenya, Hibiscus tri colour, Areca, Fish tail, China, Fonex & bottle palms. Ashoka plants, Crotons, Dracena, Ferns, Ficus, Madhukamini, Hamalia, Thuja, Calendra etc., as directed by engineer in charge, in and around existing lawn area and at new area or at required places, The contractor shall be required to further maintain these plants till the duration of the contract period by way of regular watering, protecting, fertilizing and insecticiding as required.
- 4.2.6. Maintenance of all above 50 new plants and existing plants like rubber plant, bottle palm, vidya, ashoka, cactus, rose etc. in area 1, 2, 3, 14,15 & 16 of drawing qty. 300 Plants.
- Apart from above
    - (a) To ensure proper protection of the lawns and plants under his maintenance from theft and animals.
    - (b) To arrange all the tools tackle and other consumable like fertilizer, soil, insecticide etc required by the contractor to carry-out the above work shall be managed by him only. Railway will provided only water from existing outlets only.
    - (c) To depute at least one supervisor for the work of apart from experienced gardeners only.

The contractor shall arrange and maintain all necessary tools such as pick-axe, spade , sickle, sword, saw, axe, tagadi, basket, garden rake, buckets, sprayer, hand thela, lawn mower etc., as required for execution of the contracted work. The contractor shall also arrange requisite quantity of good quality of fertilizer both chemical and compost for example urea, DAP and Gobar etc. as suitable and approved by the horticulture department.

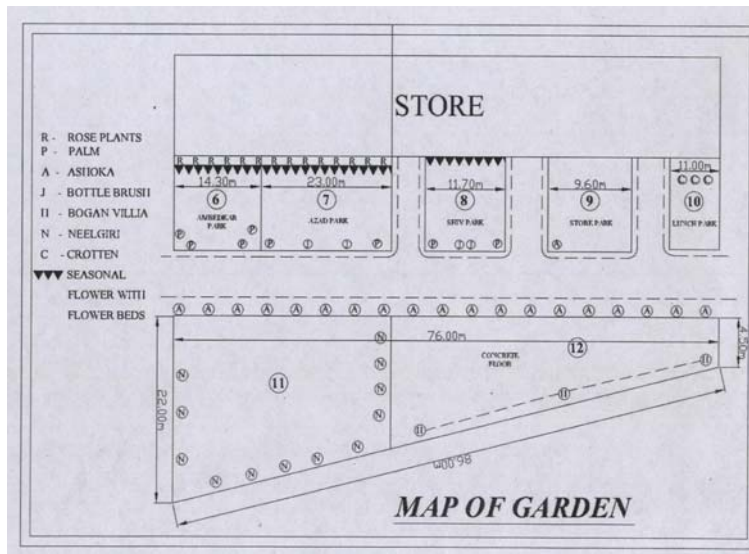
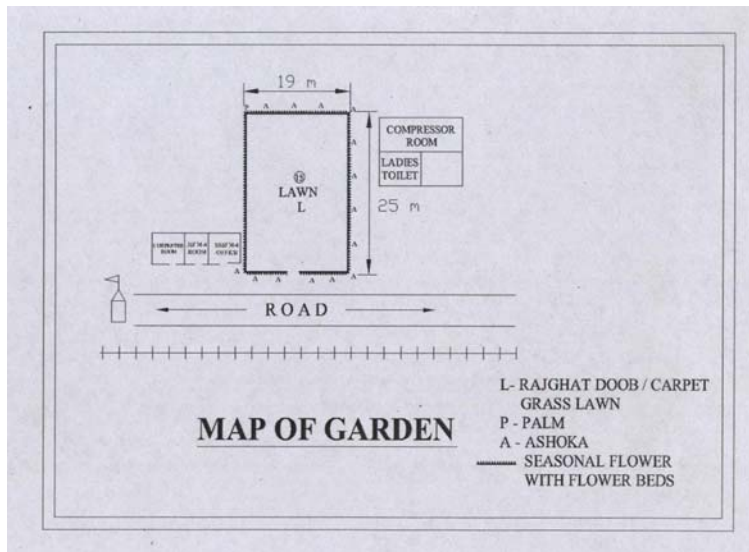
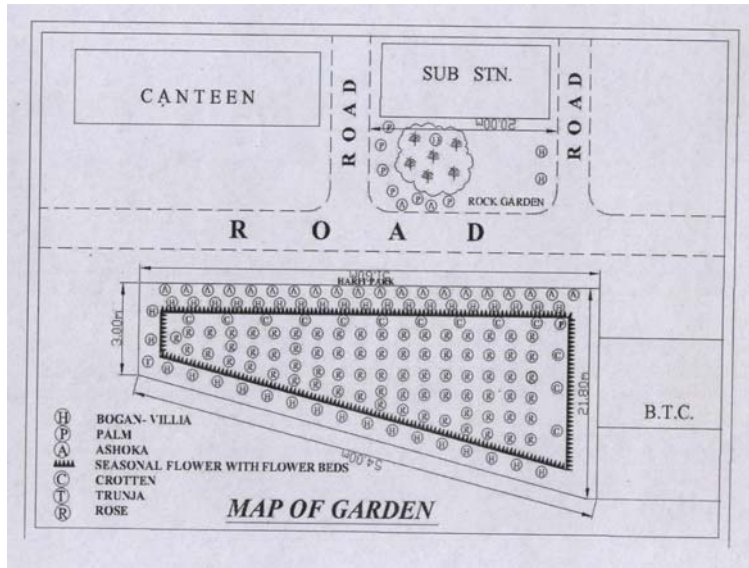


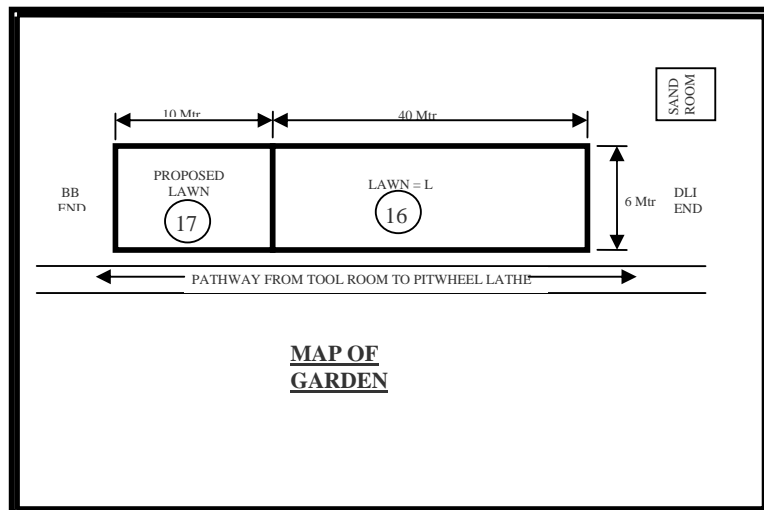
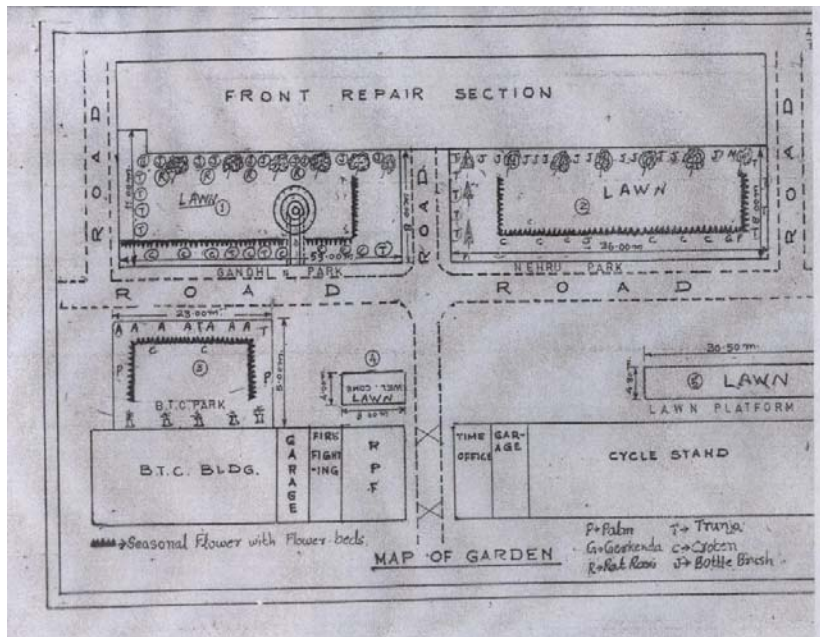
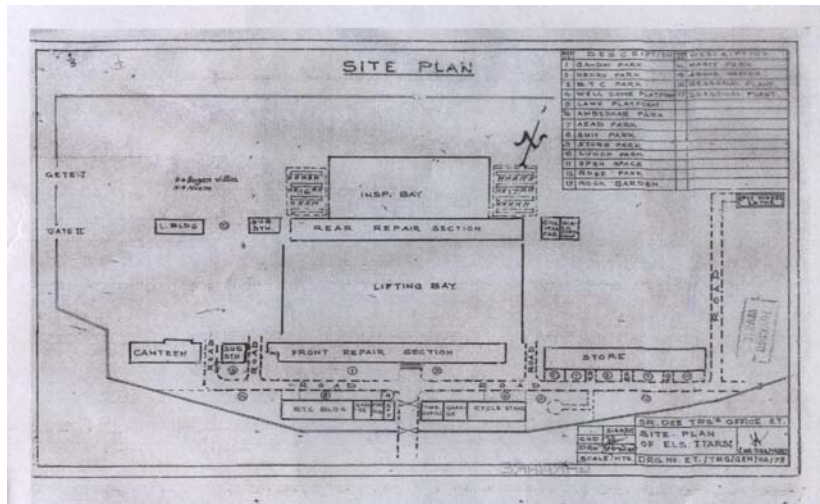
- 4.3.0 **EMPLOYMENT OF LABOUR**:— The contractor shall keep one attendance register at site and present the same to the Sr.DEE(TRS)/ET or his authorized representative whenever required.
- 4.4.0 **LOSS AND DAMAGE TO RAILWAY PROPERTY**:— Any loss & damage of railway property including fencing, boundary wall, water pipe line, Bricks of flower beds, pipe fittings, cable etc. will be made good by the contractor at his cost & the decision of the Sr. DEE/TRS/ET or his authorized representative in this regard will be final & conclusive.
- 4.5.0 **WATER**:—The Railway will supply the water from the existing points. However, the Hoses and service pipe for proper distribution will have to arranged by the contractor. Experienced gardener to be deputed with necessary workmen to execute the work. The Railway, will have the right to remove such gardeners who are found in competent causing damages due to their negligent working. The gardener should be well experienced in grafting, special cutting, skills required for plants for example for rose plants etc.  
The decision of Sr. DEE(TRS) or his representative in regard to the following clause shall be final and conclusive.
- (a) Periodicity of picking-up weeds and cleaning of grass.
  - (b) The use of adequate quantity and approved quality of fertilizers, its periodicity and method of spreading and applying adequate quantity and approved quality of insecticides, herbicides and pesticides as required to keep the lawn grass and hedges in good health and required degree of greenness.
  - (c) Cut material must be disposed of in specified low lying area/dumping places which the contractor should see by actual site inspection before quoting the rates. The rates are inclusive of all taxes and transportation charges.
  - (d) Necessary drainage to prevent water logging should be planned and facilitated by the contractor where-ever required. Necessary soil boundary should be made where-ever required/decided by Sr.DEE(TRS) or his representative.
  - (e) The re-plantation of the lawn/plant, which dies during maintenance/contract period is to be done by the contractor free of cost. All the plantation (hedges, lawns, show plants, seasons flowers and existing plantation) should be protected from the paste insects, animals. The necessary insecticides, pesticides and herbicides should be used for protecting from insects etc. and necessary gardening of the plant from the animals will be responsibility of the contractor. All tools, brought into/taken-out from the shed by the contractor have to be recorded at the main gate of this shed with the list to replacement.

- 4.6.0 **EXPERIENCE REQUIREMENT:** — The contractor should have adequate experience in successfully carrying out the work of gardening or maintenance of garden up to its completion in any Govt./Semi Govt or public sector organization and Contractor should have a nursery of plants & requisite facility for executing the above work satisfactorily. Experienced gardeners to be deputed with necessary workman to execute the work. The Railway will be free to remove such gardeners who are found incompetent causing damages due to their negligent working. The Gardner should be well experienced in grafting special cutting; skills required for special plants for example Rose plants, creepers, show plant etc

Signature of contractor  
With full address and seal

/ Sr. DEE(TRS)/ELS/ET





WEST CENTRAL RAILWAY

ELECTRIC LOCO SHED, ITARSI

PUBLISHING THE DETAILS OF TENDER/CONTRACTS FINALIZED BY RAILWAYS ON WEBSITE FOR THE MONTH OF SEPTEMBER'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 ₹	Scheduled date of Completion of supplies.
ET/TRS/WC/04/11-12	“Development & maintenance of garden and lawn in Electric Loco Shed to significantly improve the up-keeping & aesthetic sense of the Electric Loco Shed, Itarsi” for a period of one year	Open	01.7.2011	Single	09.8.2011	03 Nos.	03 Nos. 1. M/s Mahesh Enterprises, New yard, Shanti Nagar, Itarsi 2. M/s Pooja Enterprises, New yard, Itarsi 3. M/s Bharat Security Services and Worker's Contractor, E-2/262, Arera Colony, Bhopal,	Nil	Yes	ET/TRS/WC/04/11-12, dtd. 26.9.2011	M/s Mahesh Enterprises, New yard, Shanti Nagar, Itarsi	247315.20	02.10.2012

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