

**PUBLISHING THE DETAILS OF TENDER/CONTRACTS FINALIZED BY RAILWAYS ON WEBSITE FOR THE MONTH OF AUGUST'2012**

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/06/11-12	"Employment of Watch & Ward" at ELS & BTC Hostel, W.C.Rly. New Yard, Itarsi, for a period of 1095 days from 14.8.2012 (00.00 Hrs) to 13.8.2015 (24.00 Hrs)	Open	Published in Three Hindi News Paper i.e. Dainik Bhaskar & Nav Dunia, Bhopal, on dtd.12.4.12, Dainik Jagran, Bhopal, on dtd.13.4.12 & One English News Paper i.e. Hindustan Times, Bhopal, on 12.04.2012	Single	15.5.12	05 Nos.	04 Nos. 1.M/s Bharat Security Services & Worker's Contractor, E-2/262, Arera Colony, Bhopal-462 016 (MP) 2.M/s Ex-servicemen Security Organisation, 227/9A, Saket Nagar, Bhopal-462 024 (MP) 3.M/s Chambal Security Services, 72, Zone-I, M.P. Nagar, Bhopal-462 011 (MP) 4.M/s Baaz Security Services, 25, Patrakar Colony, Link Road, No. 3, Bhopal-462 003 (MP)	01 no. M/s Eagle Security Services & Labour Suppliers, 92, Durgesh Vihar, Near J.K. Road, Raisen Road, Bhopal-462 041, (MP)	Lowest tender	ET/TRS/WC/06/11-12, dtd. 04.8.2012	M/s Bharat Security Services & Worker's Contractor, E-2/262, Arera Colony, Bhopal-462 016 (MP)	64,35,528.525	13.8.2015 (24.00 Hrs)

Sd/-  
(Jitendra Yadav)  
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/Security/06/11-12

Date: 04—8—2012

M/s Bharat Security Services & Workers Contractor,  
E-2/262, Arera Colony,  
**Bhopal-462 016 (MP)**

*Dear Sirs,*

**Sub: — Acceptance Letter for the work of “Employment of Watch & Ward” at Electric Loco Shed and BTC Hostel, West Central Railway, New Yard, Itarsi, for a period of 1095 days from 14.8.2012 (00.00 Hrs) to 13.8.2015 (24.00 Hrs).**

**Ref: — Your offer against this office Tender No. ET/TRS/WC/Security/06/11-12 (Quotation opened on 15.5.2012, 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 at a total cost of ` **64,35,528.525 ( Sixty Four Lakhs, Thirty Five Thousand, Five Hundred Twenty Eight & paise five two five only)** for entire work inclusive of EPF 13.61%, WC policy charges 5.85/1000 and service tax 12.36%. No extra payment shall be made by Railway administration under any circumstances. The item-wise rates are shown at serial no. 05, of this acceptance letter. The terms and conditions of this contract are as under:—

1. **NAME OF WORK:**— “Employment of Watch and Ward” at Electric Loco Shed and BTC Hostel, West Central Railway, New Yard, Itarsi for a period of 1095 days i.e. **from 14.8.2012 (00.00 Hrs.) to 13.8.2015 (24.00 Hrs).**
2. **SCOPE OF WORK:**— The detailed scope of work and nature of duties and deployment of staff are shown in Tender specification (Part-IV) enclosed herewith.
3. **CONSIGNEE:**— Sr. DEE(TRS)/ELS/Itarsi, will be the consignee for the work. The Sr.Divisional Finance Manager, West Central Railway, Bhopal, shall be bill paying authority.
4. **CONTRACT PERIOD:**—The contract period for entire work shall be 1095 days i.e. **from 14.8.2012 (00.00 Hrs) to 13.8.2015 (24.00 Hrs).**

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5. **SCHEDULE OF RATES:**— The schedule of rates and quantities of M/s Bharat Security Services & Workers Contractor Bhopal, accepted by Railways are as under

Sr. No.	Description of Work	Qty. in man days	Unit Rate Per Man day in `	Total amount in `
1.	“Employment of Watch and Ward” at Electric Loco Shed and BTC Hostel, West Central Railway, New Yard, Itarsi.			
(a)	Watch & Ward with arm	3,285	258.744	8,49,974.04
(b)	Watch & Ward without arm.	25,185	221.781	55,85,554.485
2.	Total 1(a) + 1(b)	--	--	<b>64,35,528.525</b>

Firm's offer net Cost accepted by Railway administration ` **64,35,528.525**

**(Total Amount ` Sixty Four Lakhs, Thirty Five Thousand, Five Hundred Twenty Eight & paise five two five only)**

**Note** :- Minimum wages shall be revised as per letter issued time to time by Ministry of Railways/“Ministry of Labour & Employment” over the contract period of 1095 days (i.e. 03 Years). During currency of contract revised rate of item 1(a) & 1(b) (Based on the letter of Govt. Of India, Ministry Of labour & employment, office of chief labour commissioner(C), Naw Delhi) will be paid to the contractor as per Rly's calculation, as on production of documentary evidence. Accordingly the firm shall have to make payment to the personals deployed by him for this contract.

6. **PRICE VARIATION CLAUSE:** — The rates accepted are firm and price variation shall **NOT BE ACCEPTABLE** in this tender. However after considering the prevailing rates of “Ministry of Railway/Ministry of Labour, Chief Labour commissioner (Central) New Delhi/Dy. Chief Labour Commissioner (Central) Jabalpur”, Minimum wages shall be revised as per letter issued time to time by Ministry of Railways/“Ministry of Labour & Employment” over the contract period of 1095 days ( i.e. 03 Years) on submission of documentary evidence by the firm in this regard. Accordingly the firm shall have to make payment to the personals deployed by him for this contract.

7. **SECURITY DEPOSIT:**— The security deposit/rate of recovery/mode of recovery shall be as under :-

- Total Security Deposit will be ` **3,21,780/- ( Three Lakhs, Twenty one Thousand, Seven Hundred Eighty Only).**
- The earnest money ` **1,20,520/- ( One Lakh, Twenty Thousand, Five Hundred, Twenty 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 ` **2,01,260/- ( Two Lakhs, One Thousand, Two Hundred Sixty 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.

8. **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 ` 3,21,780/- (**Three Lakhs, Twenty one Thousand, Seven Hundred Eighty Only**). The P.G. should be furnished by the firm in any form mentioned in tender document in favour of Senior Divisional Finance Manager, West Central Railway, Bhopal 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).
9. **LEGAL CHARGES:**— A fee of ` 200/- per legal document, like partnership deed, bank guarantee or power of attorney executed before the execution of the contract, the contractor will submit above charges for obtaining legal advice from law officer
10. **SIGNING OF CONTRACT AGREEMENT:** —
  - a. 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. The Performance guarantee shall be submitted by the firm within stipulated period in terms of GCC clause 16(4) (a).
  - b. 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.
11. **PAYMENT TERMS:** —
  - 11.1 100% Progressive payment shall be made on the monthly basis.
  - 11.2 Necessary Income tax and other taxes will be deducted from the contractor's bills. The contractors shall submit the documentary evidence of payment against wages, P.F., WC and taxes etc. at the time of submission of bill. If the payment to the contractor by the Railway is delayed due to some reasons, the payment shall be arranged by the contractor to his employee for watch & ward.
  - 11.3 The cost should be on monthly basis giving aggregate cost per month as well as break-up indicating the number of man days to be utilized category wise.
  - 11.4 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, Security Deposit money, MB entries, Bill in Railway's standard form etc. PAN to be submitted along with Bill, without PAN number, no payment will be made.
12. **FORM OF BILL:**—
  - i. Bill should be submitted in Bill form No.EB-4 (On Account contract certificate) & Bill form No. EB-3 (Final contract certificate).

- ii. Income Tax & Commercial Tax of M.P. Government as applicable shall be deducted from contractor's bill.

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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. Branch Name
  4. Place of Bank
  5. MICR code of the Bank.
  6. IFSC Code
  7. Bank Branch Code
13. **WORKS CONTRACT TAX**:— The works contract tax/commercial tax/ trade tax where ever applicable shall be deducted from contractor bills. Tenderer may consider this aspect while quoting for the work.
  14. **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/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
  15. **DEVIATION**:— In your offer, you have **not mentioned** any terms and conditions. Hence, all Railway's terms and conditions are binding to you.
  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". The Performance Guarantee shall be submitted by the firm within stipulated period in terms of GCC clause 16(4) (a).
  17. **FAILURE TO COMPLETE THE WORK WITHIN THE TIME LIMIT**: —
    - 17.1 Contractor should take all care to avoid delay on account of contractor works. If work is delayed on account of contractors, penalty shall be imposed as-per the contract stipulation.
    - 17.2 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.
  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.

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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. All the Guards of the firms shall follow the safety rules/requirements.
21. **ABIDING BY VARIOUS CONTRACT/LABOUR LAWS**:— The contractor shall comply with all relevant status of Government including contract labour (regulations and abolition) act 1970, workman's compensation act-1923, payment of wages-1936, minimum wages act-1948, employees state insurance act, provident fund act, employment of children act, Un-touchability act and other labour laws as amended from time to time. The successful bidder shall also indemnify the Railway administration against any claims/liabilities under these acts. The offer not fulfilling the above mentioned contract/labour laws shall be summarily rejected.
22. This being a works contract hence, all general terms and conditions of works contract of West Central Railway, shall be applicable to firm.

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 and return one copy to this office in token of acceptance of all conditions mentioned above. Your acceptance to this will form a binding contract, till a formal contract.

Yours Sincerely,

DA: Tender Specification.  
(Part-IV)

(Jitendra Yadav)  
Divisional Elect. Engineer (TRS)  
/ Sr. DEE(TRS)/ELS/ET  
For and on Behalf of President of India,

C/- Sr. DFM/WCR/Bhopal. — For information & necessary action please.

C/- SSE/M-4/TRS/ET — He will supervise the work & progress must be submitted to undersigned regularly.

C/- SSE(C/S)/TRS/ET — For information & necessary action.

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**PART-IV**

WEST CENTRAL RAILWAY

ELECTRIC LOCO SHED, ITARSI  
ELECTRICAL DEPARTMENT

Tender No. ET/TRS/WC/06/11—12

**TENDER SPECIFICATION FOR THE WORK OF  
“EMPLOYMENT OF WATCH AND WARD” AT ELECTRIC LOCO  
SHED AND BTC HOSTEL, WEST CENTRAL RAILWAY,  
NEW YARD, ITARSI  
FOR A PERIOD OF 1095 DAYS**

4.0 **SCOPE OF WORK**:— The scope of work mainly consists of “Employment of Watch and Ward” at Electric Loco Shed and BTC Hostel, West Central Railway, New Yard, Itarsi.

4.1. **THE NATURE OF DUTIES AND DEPLOYMENT OF STAFF**:— The agency shall deploy 23 Nos. Watch & ward (Without arm) and 03 Nos. watch & ward (with arm) excluding rest giving relievers. The firm shall have to arrange rest giving reliever against weekly rest of total 26 watch & ward (23 watch & ward without arm + 03 watch & ward with arm). Out of 23 Watch & ward (without arm), 01 guard shall be nominated in each shift as a supervisor & 01 guard as a officer in day shift by the firm. 23 nos. Watch & ward (without arm) and 03 Nos. Watch & ward (with arm) taken together in all the shifts for all the days of the month for the care taking arrangements. Less than the above mentioned quantity shall be inadequate for the care taking arrangement.

The contractor is required to deploy the care taking arrangement not less than above mentioned personnel. A copy of site plan of Electric Loco Shed, Itarsi, has been enclosed for ready reference.

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**4.2. DEPLOYMENT PLAN:**— The firm shall have to deploy his personnel's as under: -

S. N	Locations	Staff	Schedule			Man days Required per day	Man days for three years (1095 days)
			Shift-A 23.00 to 07.00 Hrs.	Shift-B 07.00 to 15.00 Hrs.	Shift-C 15 to 23.00 Hrs.		
1	Electric Loco Shed, & main gate & other gates						
a.	Main Gate	Watch & ward officer	Nil	01	Nil	01	1095 x 01= 1095
b.	Main Gate	Watch & ward supervisor	01	01	01	03	1095 x 3 = 3285
c.	Round in shed	Watch & ward with arm	01	01	01	03	1095x3 =3285
d.	Delhi Gate + Pit Wheel Lathe	Watch & ward without arm	01	01	01	3	1095x 3 = 3285
e.	Bombay Gate	-do-	01	01	01	3	1095x 3 = 3285
f.	Main Gate	-do-	01	01	01	3	1095x 3 = 3285
g.	Time Office Gate	-do-	01	01	01	3	1095x 3 = 3285
2.	Shop Floor, Store complex, Trip Shed						
a.	Trip Shed	Watch & ward without arm	01	01	01	03	1095 x 3 = 3285
b.	Store (SMM)+Shop floor	-do-	01	01	01	03	1095 x 3 = 3285
3.	Administrative Office, Canteen & BTC						
a.	BTC Hostel (old running room)	Watch & ward without arm	01	Nil	Nil	01	1095 x 1 = 1095
	<b>TOTAL</b>		09	09	08	26	(i) 1095x3= 3285 (ii) 1095x23=25185

4.3. On all the Seven days of the week (including Sunday) same no. of care taking personnel shall be deployed. The firm shall have to arrange rest giving reliever against weekly rest of total 26 Watch & ward (23 Watch & ward without arm + 03 Watch & ward with arm), keeping in view the provision of minimum wages act. The Watch & ward can be utilized any where during emergency as-per the requirement of Sr.DEE(TRS)/ET



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- 4.4. The agency will have to provide a system by which responsible officer at field level can be contacted at any time of day or night in emergency. The responsibility should be under taken on round the clock basis, including holidays.
- 4.5. On duty watch & ward of the contractor should wear distinctive uniform (as sample approved by the Railways) with badges, caps and shoes etc. The identity cards to the all guards, supervisor and officers shall be provided by the firm. The identity cards shall be got attested by Railways and firm. The turn out should be smart and tidy. Watch & ward during duty should have all accessories like stick & torch etc. contractor shall provide uniform & Identity cards to his employees at his own cost. Penalty @ ` 10/- per day per person shall be imposed if the personal of firm is found without uniform.
- 4.6. On duty Railway Supervisor/Officer incharge can check the attendance of the staff at any time during duty hours in a day. If any absentism/ abnormality/short fall found, a penalty of ` 200/- (` Two Hundred only) will be imposed. Further, no payment will be made to the contractor at the rate of per day wages per person due to absentism/shortfall
- 4.7. For the purpose of monitoring, the area has been distributed in 03 main locations and their sub-location as-per para-4.2. The contractor has to maintain the diary for the verification of duty performed by Watch & ward and get it sign with remark by the incharge of that section, subsequently same will be cross checked by nominated person. If found any adverse remark, a penalty of minimum ` 500/- (` Five hundred only) per event or as deemed fit by Sr. DEE/TRS/ET will also be imposed.
- 4.8. The agency shall contain a centralized cell for the purpose of co-ordination within their existing manpower. The agency will be required to discharge fire fighting responsibilities in the Electric Loco Shed, Itarsi (West Central Railway) as and when required by trained personnel. They should be able to operate various types of fire extinguishers and control fires smoothly. The firm should arrange a practical fire fighting drill in the shed every month failing which a penalty of ` 500/- may be imposed. The guards and supervisors should know the fire caused by various agencies e.g. electrical, oil etc. and methods to control them and all precautions to be observed.
- 4.9. The agency shall lodge complaints/FIR for theft of Railway property with RPF and the police authorities on behalf of Railway management and shall keep close liason with RPF and the local police authorities for follow-up action.
- 4.10. The agency shall ensure that no unauthorized persons enter the shed premises and create nuisance, disturbance, theft or pilferage of Railway property or unauthorized transportation. The agency shall apprehend culprit and bring it to the notice of authorities of A.C. Loco Shed. If

directed the agency shall hand-over them to local police authorities and follow-up the cases with police authority on behalf of the Railway management and keep close liason with local police authority for follow-up action.

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- 4.11. The agency shall be required to check entry/exit of the workers as well as the visitors including, vehicle entering and leaving the Electric Loco Shed, Itarsi. The date of visit, Time, Name, Address and purpose of the outsider should be recorded. Any visitor should seek prior permission and normally visitors should not be allowed inside the shed without permission. The firm's care taking personnel may check out going locos for any unauthorized material. For this prior approval of supervisor concerned is required, since loco remain charged with very high voltage. Hence, the care taking personnel should be careful to do so. Any accident/mishap due to negligence of care taking personnel shall be the responsibility of firm and Railway will not pay for any such losses whatsoever.
- 4.12. Protection of Railway material shall be prime responsibility of agency, the agency shall maintain records of incoming and out going material/equipments of stores. The firm will pay for losses for Railway property due to theft of any material e.g. copper bars, lugs, PG clamps, palm clamp, copper cable, brass strainers, safety valve, plates etc if it is proved that, it is due to agency's negligence or due to improper/inadequate care taking arrangement or any other care taking lapse.
- 4.13. The agency shall submit necessary report to the Railways regarding unusual occurrence or untoward incidents within one hour over phone for this purpose. SSE(M-4), SSE(G), SSE(PPIO), ADEE, DEE and Sr. DEE (TRS) may be contacted.
- 4.14. The agency shall carry out any other order of task allotted by management in the interest of care taking duties for Railways.
- 4.15. Out of total number of staff watch & ward with arm (gun man) should have license of the arms, the license should be provided to the Railways.
- 4.16. **LABOUR LICENCE:** — In addition, the contractor shall have to obtain Labour license from labour commissioner, Bhopal.
- 4.17. **MEASUREMENT/REGISTER BOOK:** —The agency will be required to maintain measurement/register books to guarantee that, number of personnel as decided are actually being employed and such books after necessary checking will be counter signed by the Railway authorities.
- 4.18. Any change in the care taking personnel should be done with the intimation of Railways. The person deployed should full fill all the terms and condition of tender.
- 4.19. The agency shall employ only such staff who are literate, physically fit having good character, well behaved and skilled in their duties and also will undertake to discharge such employee who are found to be creating nuisance or who are not able to measure up to the required standard. It

should also be ensured that, the employees, employed by the agency are having proven antecedents and no police case etc. is pending against such people. The agency shall be solely responsible for all acts of commission/omission of its employees.

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They have to produce certificate of character and no police cases i.e. police verification on firm's account. They have to submit bio-data of the people to be employed. The agency will discharge/change/transfer any of his employee who is found un-suitable, not physically fit or in capable of performing duties, the firm has to change the such staff on recommendation made by Railway administration. Preferably the agency shall depute the staff who should not be local. The agency shall change and recruit new staff after completion of one year.

- 4.20. **AGE:**— No guard should be aged below 21 years and it shall be mentioned in Identity card.
- 4.21. No residential accommodations/medical facilities shall be provided by the Railway administration for any one of employee engaged by the agency.
- 4.22. With new guide lines Railway Protection Force (RPF) will also be involved for supervision of private security arrangement at Electric Loco Shed, Itarsi. Instructions given by RPF for improving security should be followed.

Signature of contractor  
With full address and seal

/ Sr. DEE(TRS)/ELS/ET

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