EAST COAST RAILWAY

Tele Fax:
BSNL (0891) 2556093, 2842242
RAILWAY: 82242

Office of the
Sr. Divisional Electrical Engineer
Electric Loco Shed, NAD Post,
Visakhapatnam-530009

No.WAT/TRS/Tender/2016-17/Welding 1119 Date: 09.01.2017

M/s. SS Infotech,
 # 50-64-17/2, Seethammapeta,
Kanakammavari street, Visakhapatnam

Sub: Letter of acceptance for "Welding works of electric locos at ELS/VSKP for a period of 2 years".

Ref: 1. Tender Notice No.WAT-TRS-OT-16-17-Welding.
2. Your offer No.5884086, dt.09.12.2016.

* ** *

We are pleased to inform that your offer submitted on 09.12.2016 for the work of "Welding works of electric locos at ELS/VSKP for a period of 2 years" is accepted and it has been decided to entrust the work to you at your quoted rates (i.e., 2% above on the tender value) and on the terms & conditions detailed below.

Total value of the contract : **₹ 17,05,384.37 (Rupees Seventeen lakhs five thousand three hundred eighty four & paise thirty seven only)**.

Completion period: **24 (Twenty four) months i.e.,from 20.01.2017 to 19.01.2019.**

1. **SCOPE OF WORK:** As per Annexure-"A" and various clauses of original tender documents.

2. **SCHEDULE OF WORK & PRICES:** As per Annexure –B.

3. **CONSIGNEE:** The consignee for the above work will be the SSE/MECH/ ELS/E.Co.Railway P.O.NAD, Visakhapatnam-530009.

4. **SECURITY DEPOSIT:**

a. Total security deposit amount is worked out to ₹ 85,270/- (₹ Eighty five thousand two hundred and seventy only).

b. The EMD received vide Bank Transaction ID No. NE110453/CKB0891654 dt.06/12/2016 for Rs.33,440/- along with tender will be adjusted towards initial security deposit.

c. The balance amount of ₹ 51,830/-(₹ Fifty one thousand eight hundred and thirty only) will be recovered @ 10% from the bills till the required SD is fulfilled.

d. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc., shall be accepted towards security deposit.

e. No interest will be allowed or paid for the amount deposited.

f. Request for transfer of the Security Deposit of any other work even if it is free of all obligations will not be accepted for the purpose of Security Deposit in this case.

g. The security deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

For S.S. INFOTECH
N. Satyanarayana
Managing Partner
CONTRACTOR

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5. **PERFORMANCE GUARANTEE:**

a. On receipt of this letter of acceptance, but before signing of the agreement, contractor shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA will be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case you fail to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. You shall be debarred from participating in re-tender for the work.

b. This PG for an amount of ₹ 85,270/- (₹ Eighty five thousand two hundred and seventy only)may be deposited in any of the following forms.

i. A deposit in cash,
ii. An irrevocable bank guarantee
iii. Government Securities including state loan bonds at 5% below the market value,
iv. Deposit receipts or pay orders, demand drafts and Guarantee bonds. These forms of performance guarantee could be either of the State Bank of India or of any of the Nationalized Banks
v. Guarantee bonds executed or deposits receipts tendered by all Scheduled banks,
vi. A Deposit in the Post Office Saving Bank,
vii. A Deposit in the National Savings Certificates.
viii. Twelve Year National Defense Certificate,
ix. Ten Year Defense Deposits,
x. National Defense Bonds and
xi. Unit Trust certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of FA&CAO/ECoR/BBS (free from any encumbrance) with automatic renewal facility may be accepted.

c. Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

d. The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

e. Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

f. Other conditions for PG shall be applicable as per Para 28 of Annexure-F of tender document.

6. **POWER OF ATTORNEY:**

You shall furnish power of attorney duly authenticated by the Notary public before execution of the agreement. "Power of Attorney" "Partnership deed" if any has to be certified by the Law Officer/BBS and necessary charges will be recovered as following.

(i). For initial vetting Rs.100/-
(ii). For subsequent vetting Rs.30/-

For S.S. INFOTECH

Managing Partner

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7. **AGREEMENT:**

You shall execute an agreement on the contract placed on you in the Railway standard proforma along with the performance guarantee by the person who is empowered to do so as per the 'Power of Attorney' or 'Partnership'. Agreement should be executed within 15 days of the receipt of the acceptance letter.

8. **PAYMENT:**

a) 100% payment for the work completed will be made on bi-monthly basis.
b) Bills correct in all respect should be sent the consignee in triplicate.
c) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
d) Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Bank & Branch code as appearing on MICR cheque issued by bank.
e) Tenderer to attach certificate from their bank certifying the corrections of all above mentioned information as mentioned above.
f) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
g) Payment to labourers by the tenderer must be made directly through their Bank Account and not by cash.
h) Before the next month's bill is cleared for payment, the contractor will submit photocopy of the bank statement showing that payments have been made directly to bank accounts along with the amount of money paid to each account. This proof of payment must be submitted along with the bill for the next month. The contractor should also enclose the payment details of his staff through bank. He should enclose the bank statement for certifying the same along with the bill.
i) All the payment will be released through Sr. Divl. Finance Manager/EAST COAST RAILWAY/Visakhapatnam within a reasonable period of 30 days from the date of receipt bills accompanied by necessary documents.

9. **TAX DEDUCTION:**

a) Income Tax: In terms of Income tax 1961, as amended from time to time, the Railway Administration shall at the time arranging payment to the contractor for carrying out the work under this contract, be entitled to deduct income tax at the rate of 2% of gross value of bill along with surcharge on income tax at the rate of 10%, and 3% education cess on IT & SC comprised in the sum of such payments. The Railway administration shall furnish a certificate to the extent of income tax deducted at source under this contract.
b) Applicable State Works Contract Sales Tax as applicable will be deducted from the bills for the work in the particular state in addition to CESS is also recoverable if the site of work falls under the Railway settlement limit.
c) Tenderer must ensure all documents, credentials and certificate in original offer.
d) Sales Tax (AP VAT): Sales Tax (AP VAT) @ 3.5% of the contract value will be charged.
e) Labour cess @ 1% if applicable shall be recovered from the contractor's bill.
f) Conservancy cess charges if applicable shall be recovered as per Railway board's letter no. F(x) i/95/1/1 dtd: 31.05.2006 from the contractor's bill.
g) Any other tax as levied by state and central government from time to time.
h) The above taxes are indicative and may vary as per the applicable tax laws from time to time.

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10. PENALTY CLAUSE:

a) If the locomotive is detained on account of incompletion of work within stipulated period, a penalty of Rs.50/- will be imposed per hour for delay.

b) Penalty of Rs.1000/- per person per day will be imposed if minimum 06 persons per day are not deployed. The work mentioned in scope of work should be done to the utmost satisfaction of Railway's. Contractor shall plan manpower accordingly.

c) If any contract staff found in drunken condition during the working hours, he will not be allowed to work and will be sent back and a penalty of Rs.500/- will be imposed. Further, if a particular person is found in the condition twice in a month period he will not be allowed for further working during the contract period. Railway reserves the right to cancel/terminate the contract at any stage and remaining work shall be got done from the other agency at the risk and cost of the Contractor/Agency.

11. GUARANTEE, SERVICE TAX, VARIATION, LIQUIDATED DAMAGES, TIMESCHEDULE & PROGRAMME, TERMINATION OF CONTRACT AND ALL OTHER CONDITIONS ARE AS PER SPECIAL TERMS & CONDITIONS OF TENDER DOCUMENT.

12.0 ACCEPTANCE:

The terms and conditions indicated in the general conditions of the contract of S.E.Rly., Vol. II 2001 read with latest correction slip to be abided in the present contract. Nine copies of LOA are sent herewith. Eight copies of the same may please be returned to this office duly accepted under your seal.

Thanking you.

Yours Faithfully,

For S.S. INFOTECH

Managing Partner

Chetan 09/01/17

Divl. Electrical Engineer (TRS)
E.Co.Railway, Waltair
for & on behalf of president of India

Accepted:
M/s. SS Infotech,
 # 50-64-17/2, Seethammapeta,
Kanakammavari street, Visakhapatnam

Copy to: (1) Sr. DFM/WAT (2) Sr.DAuO/WAT (3) CVO/BBS (4) CEE/E.Co.R/BBS
(5) SSE/MECH/ELS/VSKP (6) Custody Stores/ELS

ANNEXURE-A

1. The scope of work under this contract includes the works of bogie frame cracks cutting, preparation and welding, replacement of Face liner of bogie frame and axle box, replacement of side liner of bogie frame/axle box, replacement of TM nose suspension liner of bogie frame, replacement of liners to TM stator sandwich mounting pads and miscellaneous welding works for various equipment and body parts using professional/certified welders and supply of requisite safety items like apron, Hand gloves etc. The works is to be carried out as per following paras of scope of work.
2. The welding work for bogie frame cracks shall be carried out as per RDSO Procedure No.RDSO/2006/MC/44.
3. Stress releasing process for bogie cracks attention has to be followed by the Contractor without fail as per RDSO procedure No. RDSO/2006/MC/44. The welding work for liners should be carried out as per RDSO Maintenance instruction No.MP.MI-97 (Revision-01) of July-2000.
4. Welding machines will be provided by Railway.
5. Grinding machines shall be arranged by the contractor. The grinding machines shall be of 6" (Heavy duty) with input supply: 230V single phase Ac and Disc dia-150mm. Electricity shall be provided for grinding machines by Railways.
6. Railways shall provide the required welding electrodes.
7. For bogie frame cracks attention; Railways will provide welding electrodes and gas. The location and size of the cracks will be identified by Railway and offered for attention. Fore heating, crack cutting, grooving, welding and after heating works are to be carried out by the firm welders.
8. For bogie liners changing like face liners, collar liners, nose liners etc., job will be given by Railways after measurement of bogie clearances.
9. For TM stator sandwich mounting pads, Railways shall nominate the TMs for welding of liners after taking measurements.
10. For other welding works of loco equipment and loco body parts using MS electrodes of class A2 (IRS M-28), the required welding works identified shall be informed by the concerned section in-charges.
11. The electrodes shall be preheated in an electric oven at a temperature of 250°c for two hours soaking period or as recommended by the manufacturer (In railway oven).
12. Grinding of surface will be done by contractor staff before and after welding works.
13. Railways will provide free electric supply for welding and grinding works in shed premises.
14. Safety items like hand gloves, apron, welding holder, Welding shields, welding cables etc. as per requirement will be arranged by contractor.
15. Consumables like Regulators, hose pipes for regulators, nozzles required for gas cutting and grinding wheels shall be arranged by the contractor.
16. Tenderer at first instance is expected to visit the Electric Loco Shed, E.Co.Railway, Visakhapatnam; if necessary, study the nature and magnitude of the work as listed down in the schedule and fully understand the scope of work before submitting his tender/offer.
17. Apart from the initial supply of the above safety items it is the responsibility of contractor to ensure that all the above plant & equipment are in good working condition during the entire contract period, any defective item shall be replaced immediately on his own risk and cost.

For S.S. INFOTECH

Manager Partner

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18. The welders deployed for engaging the works shall meet the following requirements.

18.1 The welders engaged for welding works shall have the basic qualification of ITI passed in the welding trade from any Government ITI or private ITI approved by Government of India or any Govt. approved welding institutes.

18.2 They should have minimum of 3 years of experience in the welding works and shall be able to produce relevant certificates.

18.3 The welders also will be cross checked for their welding skills duly verifying the sample welding done by them in the presence of SSE/Mech/ELS/VSKP and only those welders whose performance is found satisfactory will be allowed to deploy under this contract.

18.4 The staff employed shall be in the age group of above 18 years and below 55 years preferably well experienced.

18.5 Contractor shall submit the relevant documents/certificates in respect of the above requirements for the staff engaged to this office for record. Staff engaged not meeting the above qualification would not be allowed to work.

18.6 Contractor shall also issue identity cards to the welders deployed for engaging welding work.

18.7 Contractor shall take prior authority approval before changing the deployed welders.

19. **Reporting to duty**:

19.1 Contractor staff should report to consignee i.e. SSE/Mech/ELS/VSKP. Contractor should instruct his staff to attend for the welding works as per the timings advised by the SSE/Mech/ELS/VSKP. Generally the staff should follow the timings of Electric Loco shed, Visakhapatnam. The welders also may be required to attend for welding works after 17:00 hrs.

19.2 Contractor shall deploy minimum 06 welders per day for the subject work at Electric Loco Shed, Visakhapatnam. These persons will work daily and shall be distributed as per the requirement. Penalty of Rs.500/- per person per day will be imposed if 06 persons per day are not deployed. The work mentioned in scope of work should be done to the utmost satisfaction of Railway's. Contractor shall plan manpower accordingly.

19.3 Contractor staff should wear Aprons, welding holder, welding shield, hand gloves, Industrial shoes, helmet & Name Badges.

19.4 If the locomotive is detained on account of incompletion of work within stipulated period, a penalty of Rs.50/- will be imposed per hour for delay.

19.5 If any contract staff found in drunken condition during the working hours, he will not be allowed to work and will be sent back and a penalty of Rs.500/- will be imposed. Further, if a particular person is found in the condition twice in a month period he will not be allowed for further working during the contract period.

20. **Review of Performance**:

The performance of the welders deployed will be reviewed periodically by the approving authority and will not be allowed further if the performance is found not satisfactory.

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21. **Use of Electrodes**:

i. Welding electrodes should be used precisely and should take proper care in preheating handling during their usage. Any deviation from above will be considered as poor performance and the welders will not be allowed to continue further in the work.

ii. Cable laying, welding plant in the work spot within the shed is to be carried out by contractor staff only. No assistance shall be arranged from the Railways in this regard.

22. **Safety Measures**:

i. Contractor shall take all necessary precautions and measures not only for the protection of his own personal moving about and or working in the Railway premises but also confirm to the rules and regulations of the railways in this respect.

ii. The work must be carried out very carefully without affecting the proper functioning or causing damage to any Railway equipment, structure or Rolling stock etc.

23. **Record of work done**:

i. The day-to-day progress registers for work done to be maintained by the consignee for the various works being done against the contract.

ii. The day-to-day works are to be updated in the register item wise and signed by the concerned section in charges and contractor's representative/himself.

iii. The monthly progress of the work done duly signed by concerned section in charges and contractor's representative/himself is to be submitted along with the bill by the firm.

24. **Additional conditions/precautions**:

i. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway representative only.

ii. Contractor shall remain fully responsible for ensuring safety and in case of any accidents, shall bear cost of all damages to this equipment and men and also damages.

iii. Contractor staff should carry out the works without hampering the work of shed staff.

iv. Contractor will abide by all labour laws and minimum wages act.

25. **Facilities provided to Contractor by Railways**:

a. Railways will provide electrical supply for the welding works. Contractor staff have to tap from the nearest available point.

b. Welding machines will be provided by Railway. Grinding machines will be arranged by the contractor. Electricity shall be provided for grinding machines by Railways.

c. Facility will be provided for safekeeping of contractor's tools and equipment.

For S.S. INFOTECH

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Annexure-B

SCHEDULE OF QUANTITIES & PRICES

SW-I: Charges for various welding works

S No.	Description	Qty	Unit	Rate/ Unit in Rs.	Amount in Rs.
1.	Welding of bogie frame cracks in Kgs of welding electrodes of IRS class C2 & D1 (Spl)	527	KG	641.30	337965.10
2.	Replacement of Face liner of bogie frame and axle box (Size 220x160x6mm)	2916	Nos.	36.47	106346.52
3.	Replacement of side liner of bogie frame and axle box (Size 220x35x6mm)	4788	Nos.	22.24	106485.12
4.	Replacement of TM nose suspension liner of bogie frame (Size 95x89x6mm)	1228	Nos.	23.13	28403.64
5.	Replacement of liners to TM stator sandwich mounting pads (2 liners per stator)(Size 140x110x6mm)	120	Stator	48.04	5764.80
6.	Other welding works of loco equipment and loco body parts using MS electrodes of class A2 (IRS M-28)	3018	KG	307.76	928819.68
	Sub Total in Rs.				**1513784.86**

SW-II: Supply of Consumable items

S No.	Description	Qty	Unit	Rate/ Unit	Amount in Rs.
1.	Grinding wheels of size 150mm dia	500	No.	73.5	36750.00
2.	Two stage oxygen pressure regulator complete with two pressure gauge and outlet valve to Drg Spec IS-69011988 (reaffirmed - 2000) with Amendment-2	16	No.	1203.3	19252.80
3.	Two stage Acetylene pressure regulator complete with two pressure gauge and outlet valve to Drg Spec IS-6901/88 (reaffirmed - 2000) with Amendment-2	16	No.	1203.3	19252.80
4.	Rubber hose for Oxy-Acetylene welding and cutting with braided textile/ Reinforcement in Blue colour, Size: 8mm to IS:447/1988 (reaffirmed-2003)	80	Mtrs	36.75	2940.00
5.	Rubber hose for Oxy-Acetylene welding and cutting with braided textile/ Reinforcement in Red colour, Size: 8mm to IS:447/1988 (reaffirmed-2003)	80	Mtrs	36.75	2940.00
6.	Nozzle Type-A 1/16 inch for Oxyacetylene cutting blow pipes suitable for cutting MS for thickness range from 50mm to 100mm to IS:7653/1975(Reaffirmed-2003)	80	No.	101.85	8148.00
	Sub Total in Rs.				**89283.60**

For S.S. INFOTECH

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SW-III: Supply of safety items

S No.	Description	Qty	Unit	Rate/ Unit	Amount in Rs.
1.	Apron	12	No.	731.17	8774.04
2.	Hand gloves	120	Pairs	81.6816	9801.60
3.	Welding Holders	24	No.	534.82	12835.68
4.	Welding shield	24	No.	561	13464.00
5.	Industrial shoes	24	Pairs	925.65	22215.60
6.	Helmet	24	No.	74.425	1786.08
				Sub Total in Rs.	68877.00

ABSTRACT

SW-I	Charges for various welding works	1513784.86
SW-II	Supply of Consumable Items	89283.60
SW-III	Supply of Safety Items	68878.00
	Grand Total value in Rs.	1671945.46
	Tender increase @ 2%	33,438.91
	Total value after Tender increase	17,05,384.37
	(Rupees Seventeen lakhs five thousand three hundred eighty four & paise thirty seven only)	

For S.S. INFOTECH

Managing Partner

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