

**Office of the  
Divisional Railway Manager (Commercial)  
South Eastern Railway  
Adra**

**TENDER DOCUMENT**

**(A). Tender Notice no:** - C-1092/GST/Adra, dated. 23.08.18.

**(B). Name of the Work:** - Engagement of data entry operator for feeding of all manual transactions under GST of Adra Division.

**(C). Value of work:** - Rs. 11,43,706/- (including GST @ 18%).  
(Rupees Eleven lakhs Forty three thousand seven hundred and six only).

**(D). Tenure of the contract:** - Two (02) Years.

**(E). Earnest Money:** - Rs. 22874/-.

**(F). Date of opening of Tender:** - 28.09.2018.

.....  
Signature of the Tenderer

Name and Full address  
Of the Tenderer .....

.....

Contact No: - .....

Notification No: - C-1092/GST/Adra

Date: - 23.08.2018.

Single Packet sealed Tender are invited on behalf of The President of India action through Divisional Railway Manager(Commercial)/South Eastern Railway/Adra Division for engagement of data entry operator for feeding of all manual transactions under GST of Adra Division for the period of Two (02) Years. The details of the work to be undertaken are as under:-

The details of manual booking like EFT and similar instruments, under charges and other miscellaneous charges (damarrage, wharfages), detention charges on private wagons, booking of coach/train, shunting charges, engine hire charges, catering license fees from on-board catering, advertisement, retiring room, clock room charges, departmental charges, electricity bills etc. will have to be feed in to GST portal through Web application at Divisional level on daily basis.

The Details and Schedules are as under

Name of the location	Cost of Tender Form/set (in Rs.)	Earnest Money Deposit (in Rs.)	Tender value (in Rs.)	Sale of Tender Forms starts	Date of dropping of Tender forms	Opening of tender Forms
Sr. DCM Office/Adra	Rs. 2000/-	Rs. 22874/-	Rs. 11,43, 706/- (including GST @ 18%).	From 11.00 Hrs of 28.08.18 to 27.09.18 up to 13.00 Hrs	28.09.18 up to 13.00 Hrs.	28.09.18 at 16.00 Hrs.

The Tender Form shall be downloaded from Website no – [www.ser.indianrailways.gov.in](http://www.ser.indianrailways.gov.in). The Cost of the Tender Form Rs. 2000/- shall be enclosed with the Tender Form, in the form of DD of any Nationalized Bank to be drawn in favour of FA & CAO/S. E. Rly, Garden Reach/Kolkata– 43 or in Cash to be deposited at Divl. Cashier /Adra, and the Money Receipt shall be enclosed with Tender Form. Without DD or MR for Cost of Tender Form, the Tender form shall be rejected summarily.

Earnest Money as mentioned above to be deposited at Divl. Cashier /Adra, and the Money Receipt shall be enclosed with Tender Form or in the form of DD of any Nationalized Bank to be drawn in favour of FA & CAO/S. E. Rly, Garden Reach/Kolkata– 43, should be enclosed with the Tender Form. Without DD or MR for EMD, the Tender form shall be rejected summarily.

The parties purchasing the tender forms are advised, should acknowledge the scope of work beforehand and understand the scope of work before submission of his/their tender documents.

The tender in prescribed form with necessary documents is to be dropped in the tender box kept in the office of Sr. DCM/Adra up to 13.00 Hrs of 28.09.18 and the tender box will be opened at 16.00 Hrs of 28.09.18 at Sr. DCM office/Adra or on the next working days if the date happens to be closed holidays/Bandh etc.

Any clarification can be obtained from the office of the Sr. Divl. Comml. Manager/Adra from 11.00 Hrs to 17.00 Hrs. on any working day.

Divl. Railway Manager (Comml)  
S. E. Railway – Adra

Contd.....03

Notification No: - C-1092/GST/Adra

Date: - 23.08.18

Tender for Engagement of data entry operator for feeding of all manual transactions under GST of Adra Division for the period of Two (02) Years.

To

The President of India,  
Acting through Divl. Railway Manager (Comml),  
S. E. Railway –Adra division,  
P.O – Adra, Dist.- Purulia, PIN – 723121, (W.B).

Sub: - Engagement of data entry operator for feeding of all manual transactions under GST of Adra Division for the period of Two (02) Years.

Ref: - Your Tender Notice no ..... Dtd .....

Sir,

I/We ..... of .....  
..... do hereby willingly submitting my offer for the subject work at mentioned in the tender notification dtd.....

2). The rate quoted by me/us in the Rate column are in full satisfaction of all claims.

3). In the event of acceptance of this tender, I/we agree to observe and to be bound by the “Terms & Conditions” of license Agreement. I/We will be prepared to enter into the license Agreement without modification to those set out in the agreement with the President of India action in the premises through the Divisional Railway Manager (Comml)/Adra within 15 days from the date of intimation of the acceptance of my/our tender.

4). I/we agree to abide by the conditions and stipulations explicit or implied laid down in the “Instruction to Tenderers” attached as Annexure.

5). The tender offer submitted by me/us shall not be withdraw within the stipulated period of Tender process. I/We also agree that in the event of withdrawal of the said offer by me/us within the stipulated period, the EMD deposited by me/us is liable to be forfeited by the Railway Administration and my/our tender shall not be considered for acceptance.

6). The tender is submitted on the understanding that if it is accepted, I/We shall within 15 days from the date of intimation of acceptance of the tender by the Railway Administration:-

- i). Deposit with the Divl Cashier/Adra a Security Deposit amount equivalent to @ 10% of the accepted rate or submit the same in other acceptable form such as FDR of any Nationalized Banks.
- ii) Execute the Agreement in the form prescribed, with or without modifications to those set out in the draft agreement , and
- iii). Take up the work as prescribed in the Agreement.

I/We , further agree that in default of my/our taking up the work within the period of 15(fifteen) days from the date of intimation of acceptance of the tender by the Railway Administration, I/We forfeit to the President of India, the earnest money deposited by me/us.

Contd.....4

7). A money receipt no ..... dated ..... granted by the Divisional Cashier/Adra or Demand Draft no ..... dated ..... for Rs. .... (Rupees ..... only) issued by the ..... (Nationalized Bank) showing the requisite/required amount of earnest Money for the tender, in favour of FA & CAO, South Eastern Railway, Garden Reach, Kolkata-43 deposited with and acknowledged by him is attached herewith in original.

8). Name(s) of Tenderer(s) .....  
(In Block Letters)

Address a). Office .....  
.....  
b). Residence .....  
.....

9).

Nature / Description of the Work	Rate to be quoted both in figures and Words (Rupees) for Two (02) Years.
The details of manual booking like EFT and similar instruments, under charges and other miscellaneous charges (damarrage, wharfages), detention charges on private wagons, booking of coach/train, shunting charges, engine hire charges, catering license fees from on-board catering, advertisement, retiring room, clock room charges, departmental charges, electricity bills etc. will have to be feed in to GST portal through Web application at Divisional level on daily basis for Two (02) Years.	(In figures) Rs. .... (In words) (Rupees ..... only). (including GST)

**NOTE:** Any Overwriting/Correction has to be attested /countersigned by the tenderer(s). The rate quoted in words shall be considered as final rate in any ambiguity. The rate is inclusive of GST.

Place .....  
Date .....

.....  
Signature of the Tenderer

Name and Full address  
Of the Tenderer(s) .....

Contact No: - .....

**INSTRUCTION TO TENDERERS****Definitions:**

Throughout this tender document the following definitions shall apply:-

- i) The "Railway Administration" means Indian Railways, South Eastern Railway action through DRM (Comml)/Adra on behalf of the President of India.
- ii) The "Inspecting Officer/Inspector" means the official, firm or department nominated by the "Railway Administration" to inspect the work on his behalf and the deputies of the inspecting officer so nominated.
- iii) The "Contractor" means the person, firm or company on whom the order for the execution of the work is placed and shall be deemed to include the contractors successors (approved by the Railway Administration), representative, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- iv) "Contract" means and includes the notice inviting tenders, instructions to the tenderers, technical specifications and drawings, general conditions of contract, acceptance of tender, special conditions of contract, particulars and others specified or acted upon by the contractor and a formal agreement, if executed.
- v) "Equipment" means the material/part/component proposed to be used during the contract (the required materials will not be provided by the "Railway administration". It shall also include spare parts for the purpose, which will not be provided by the "Railway Administration".

Contd.....06

## TERMS AND CONDITIONS

### **1. GENERAL CONDITIONS**

On behalf of the President of India, Divisional Railway Manager(Comml)/Adra (hereinafter referred to as "Railway administration") invites sealed tenders from established and reliable contractors/tenderers for work as set forth in the "Description of Works".

- 1.(a) The tenure of the contract shall be Two Years.
  - 1.(b) All offers shall be submitted before the time and date fixed for the receipt of the offers, as set forth in the tender papers. Offers received after the stipulated time and date shall be rejected.
  - 1.(c) The filled and completed tender documents should be submitted in a sealed cover containing the Credentials and offer Rates, addressed to Divisional Railway Manager (Comml)/adra division, south Eastern Railway P.O- Adra, Dist.- Purulia, PIN-723121, (W.B), and dropped in the tender box by 13.00 Hrs. of the date of dropping of the Tender documents.
  - 1.(d) The contractor/firm shall abide by the clauses of GCC as amended from time to time.
2. The tenderer/firms should provide satisfactory evidence acceptable to the "Railway Administration" to show that;
- i) The firms should depute well conversant computer working operators.
  - ii) The firms should have GST numbers of their own.
  - iii) Trade licence.
  - iv) He has adequate financial solvency and manpower to meet the stipulations under the contract.
  - v) Pan Card/Voter Card/Adhar Card.
3. Tender papers are not transferable.

#### Time schedule

- 3.1 The basic consideration and essence of the contract shall be the strict adherence to the time schedule for the completion of the work, as prescribed in the tender conditions.
- 3.2 The time and date specified in the contract for work schedule and completion shall be deemed to be essence of the contract and the work must be completed not later than the time specified. The attention to the tenderer/firms is invited to the clause regarding default in the Indian Railways General Conditions of Contract by which the contract shall be governed.

### **4. EARNEST MONEY**

- 4.1 Earnest money as stipulated in the tender notice shall accompany each tender. The earnest money shall be in any one of the following forms:-
  - a) In Cash, to be deposited with Divisional Cashier/Adra on which no interest shall be paid by the Railway Administration (money receipt in original to be enclosed with the tender, otherwise the tender shall be rejected).
  - b) In the form of Demand Draft in favour of FA & CAO/S. E. Railway, Garden Reach/Kolkata from any nationalized Indian Bank.

- 4.2 No interest shall be payable by the Railway Administration on Earnest Money.
- 4.3 The earnest money deposited is liable to be forfeited if the tenderer/firms withdraws or amends, impairs or derogates from the tender, any condition in any respect within the period of validity of the offer.
- 4.4 The earnest money of the successful tenderer/firms to be adjusted with the security deposit and the earnest money of the unsuccessful tenderer/firm will be refunded after the finalization of tender.
- 4.5 Any tender offer not accompanied with the earnest money in one of the approved forms listed in clause 4.1 above, shall not be considered.
- 4.6 Security deposit shall be levied @10% of the accepted rate.

Security deposit shall be returned to the tenderer/firm after the physical completion of the work as certified by the competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the tenderer/firm concerned should be obtained.

## **5. SUBMISSION OF OFFER**

- 5.1 All offers shall be either typed or written neatly with indelible ink.
- 5.2 Any individual(s) signing the tender or other documents connected therewith shall specify whether he is signing-
  - a). As sole proprietor of the concern or attorney of the sole proprietor.
  - b). As a partner or partners of the firm.
  - c). As a Director, Manager or Secretary of a limited company duly authorized by a resolution passed by the board of Director or in pursuance of the authority conferred by memorandum of association.
  - d). As a registered co-operative society.
- 5.3 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. All the original related documents should be furnished to the "Railway Administration" for verification, if required.
- 5.4 All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed form.
- 5.5 Offer in the prescribed form should be addressed to the DRM (Comml)/Adra, S. E. Railway. The tender should be submitted in a sealed cover superscribed with the name of the work.
- 5.6 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed and stamped by the tenderer at the bottom. A reference to the total of pages comprising the offer must be made at the top right hand corner of the first page.
- 5.7 All the copies Annexure enclosed with the tender paper should be duly filled in by the tenderer and submitted along with the tender duly signed and stamped on each page.

## **6. PAYMENT TERMS**

The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:

- a) The contractor/firm shall submit their monthly bills duly certified by the Railway Administration representative (Ch. OS (I/C)/Adra) for the purpose of settlement and payments. The first monthly payment shall be released only after the contractor/firm has fulfilled their responsibility of submitting labour license and other necessary documents and maintaining records in compliance with labour laws, rules and regulations and as required by us. The payment will be made to the contractor/firm on completion of satisfactory work. Bills in four copies should be submitted to Sr. Divl. Comml. Manager office/Adra for arranging payment through Accounts department.
- b) A sum equal to the contractual amount per month for the nominated works will be paid as per agreement.

## **7. DEDUCTIONS**

Payments, as in clause 6 above, shall be subject to deductions of any amount for which the contractor/firm is liable under the contract against this tender or any other contract in respect of which the President of India is the contracting authority.

## **8. ACCEPTANCE OF TENDER**

- 8.1 The Rly. Administration may accept a tender, reject and tender without assigning any reason and may not accept the lowest rate of any tender.
- 8.2 Acceptance of tender will be communicated by a formal acceptance letter (by registered post) of the tender direct to contractor/firm, which may be deemed to conclude the contract.
- 8.3 The Railway administration shall always be at liberty to reject or accept any offer of offers at his sole discretion and any such action will not be called into question and the tenderer / firm shall have no claim in that regard against the Railway administration.
- 8.4 The tenderer/firm must ensure that the conditions laid down for submission of offers detailed in the preceding pages are completely and correctly fulfilled. Tenders which are not complete in all respects, as stipulated above, may be summarily rejected.

## **9. LAST DATE FOR RECEIPT OF TENDERS**

- 9.1 The offers complete in all respect should reach the DRM (Comml)/Adra, S. E. Railway, in a sealed cover conspicuously superscribed "Tender for Engagement of data entry operator for feeding of all manual transactions under GST of Adra Division" not later than 13.00 Hrs on the date specified in the tender notice. Tenders received after the specified time will not be considered.
- 9.2 The tenders received shall be opened in the presence of such of the tenderers or their representatives, who may like to be present at 16.00 Hrs on the date specified in the tender notice and where practicable the names of tenderers and the rates tendered by them will be read out.



**SPECIAL CONDITIONS OF CONTRACT**

- i). Successful tenderers / firm shall be allowed to operate the contract, and no subletting would be permitted.
- ii). Successful tenderers/firm will have to abide by the labour laws in force and shall have to pay minimum wages as declared from time to time by the State/Central Govt. Any claims in this regard whatsoever will have to be borne by the successful Tenderer / firm only. Such operators/labourers engaged is the liability of the contractor/ firm and Railway bears no liability whatsoever on such engagement.
- iii). Name badges and Photo Identity card duly authenticated by the authority have to be prominently displayed by the operators. Cost of such incurrence would be borne by the contractor/ firm and no extra cost would be paid by the Railways.
- iv). Contractor/firm would be paid a minimum on account bill once in a month for the work executive by him/them.
- v). Penalty to be imposed by the Railway authority for non-satisfactory performance of the operators. In this respect the Railways' decision would be final and binding on the contractor/firm.
- vi). If there is non-performance/unsatisfactory work, contractor/firm will be served with 07 days' notice to make good. On expiry of 07 days notice, if contractor/firm fails to make good or performance does not improve, then Railways have the liberty to issue 48 hours notice of termination. On expiry of 48 hours notice period, contract would be terminated by issuing a letter and on such termination, contractor/firm's entire Security Deposit available with Railways plus any dues arising from the work executed by the contractor/firm will be forfeited.
- vii). Contractor/firm has to submit a "No claim certificates" every month.
- viii). In case of any dispute or claim, contractor/firm will have the liberty to approach Railway Administration for arbitration on this claim /dispute. Railways also can lodge/raise their own claims/dispute. Arbitrator will be appointed by General Manager, S. E. Railway within one month from the date of receipt of such a Claim / dispute. Decision of Arbitrator is binding on both the Railways as well as to the Contractor / firm. Arbitration would be dealt in accordance with Arbitration and Conciliation Act, 1996 or what is in force during the period of contract.
- ix). The contractor / firm should be deputed operators with well conversant in computer working. The age of the operators should not be less than 18 Years. They should not be a bad character and whose antecedents have not been investigated by the Police.
- x). The operators will be responsible for feeding of manual issued data in the Web portal on daily basis (07 days a week) positively. Otherwise punitive action shall be initiated against the contract/firm.
- xi). Contractor/firm should have General policy or ESI for their operators engaged for this work.
- xii). Failure to comply with contractual obligations may invites penalties up to Rs. 5000/- (as the case may be) to be levied based on the report of any inspecting officials.
- xiii). Either party may end this contract prior giving 30 days notice.
- xiv). Any kind of lapses of the firm will be treated seriously. Even contract may be terminated.
- xv). The contractor/firm should have GST number of their own.
- xvi). Data entry in the Web Portal should be in proper and correct in all respect.

- xvii). All the Data entries should be completed within the last allowed date for the concerned month as laid down in the Board’s guidelines.
- xviii). The necessary guidelines published by the Railway Board time to time, should be observed by the operator(s) properly. Failing of which, punitive action shall be taken against the contractor / firm.
- xix). The operator(s) should upload in the Web Portal all the Data’s (like, Total value of supply, Total taxable value, CGST, SGST, IGST amount) received from the field units, errorless.
- xx). The operator(s) should upload Transaction Mode, Railway Department, Invoice No, MR/PW No, Invoice date, Accounts Allocation Code, SAC/HSN Code, Railway’s GSTIN , Registered address and State Code in the Web Portal exactly.
- xxi). The operator(s) should upload the Registered Party’s name, GSTIN and their address in the Web portal properly.
- xxii). Any lapses detected during the uploading the Data’s in the Web portal, penalty shall be imposed against the contractor/firm up to Rs. 5000/- (as the case may be) by the Railway authority.
- xxiii). The contractor/firm must ensure and provide documentary evidence for the following:-
  - a). all the workers or labour employed directly or indirectly by the contractor/firm must be enrolled under the Pradhan Mantri Jan Dhan Yojana(PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
  - b). all the workers or labour employed directly or indirectly by the contractor/firm between ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor/firm will be responsible to pay the premium per annum per member for all her workers during the contract period.
  - c). all the workers or labour employed directly or indirectly by the contractor/firm between the ages 18-70 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor/firm will be responsible to pay the premium per annum per member for all her workers during the contract period.
  - d). The contractor/firm must submit documentary evidence to show the coverage of all her workers or laour under the above mentioned schemes at all times during the contract period on an annual basis.

The tender in the prescribed form with necessary document is to be dropped in the tender box kept in the office of Sr. DCM office/Adra up to 13.00 Hrs of 28.09.18 and the tender box will be opened at 16.00 Hrs of 28.09.18 at Sr. DCM Office/Adra or on the next working day, if the day will be a closed holiday /Bandh.

[SEAL]

.....  
Signature(s) of tenderer

Address in full .....

.....

Contact No: - .....