South Eastern Railway

TENDER NOTICE

Notice No.-C-197/ Cycle Stand/ODM Dated.-05.10.18

Sealed Tender in single packet is invited for issuing licence for Cycle /Motor cycle stand at **ONDAGRAM** Station premises for **03 (Three) years** to keep temporarily Cycle, Motor Cycle,Scooter deposited by Public & Passengers in the allotted Railway Premises of approximately **400 Sq.m** area for this stand. Tenderers will have to quote the rate of licence fee per annum including Land Rent, GST and Cess charges. The selected tenderer will have also to pay water charges, Electric charges, Govt. Taxes as per rule and other charges, if any, to the stand, in addition to the rate of License fee quoted in financial Bid.

As it is single packet sealed open tender system, tenderer should submit tender of both Technical Bid and Financial Bid in a single packet.

The technical Bid will consist the following documents

a) Offer letter completed as per the prescribed format.
b) Trade license.
c) Financial capability of the person/firm of sound value.
d) Experience and with past performance, if any.
e) Specification of service to be provided & terms and condition of Tender.
f) Earnest money as stipulated in the form of D.D.drawn in favour of FA & CAO/S.E.Rly./GRC.
g) Xerox copy of GST Registration No.
h) Police verification certificate
i) Contact No. If any

The financial bid will contain Rate of license fee per month including GST and other charges and attached with the Techinical bid.

J) **<u>Mandatory Eligibility criteria as per tender document</u>:-**

i) Tenderer should have completed in the last three financial years (i.e. current year and three previous financial years) at least one similar work for a minimum value of **35%** of advertised Tender value of work with **payment statement.** Similar nature of work is defined as any type of parking contracts executed within Indian Railways/ Central Govt./ State Govt./ Munisipality/ Public Sector Undertakings. It may also be included of Civil Engineering Contracts and Engineering contracts, Catering, cleaning and sanitation, Conservancy works in Central Government or State Government or PSU.

ii) Net worth of the contractor should not be less than **150%** of the advertised tender value of the tender. Certificate **issued by CA** should be submitted in support of the criteria.

iii) The Contractor should have a valid Trade License of similar nature of works/contract issued by the State Government/Local authority. In case of State Government or Local Authority is not issuing a license for the subject trade an affidavit to this effect to be produced.

i**v)** The contractor shall have a valid PAN card in the name of the firm/individual who is the applicant of the case. The Financial Bid will contain Rate of License fee per annum including land rent, GST and cess charges attached with Technical bid.

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Tender Form with details can be taken from the office of Sr. Divl. Comml. Manager /Office/S.E. Rly/Adra during the office hours for the period from **23.10.18 to 22.11.18 up to 12.00 hrs.** on production of money receipt of **Rs.2,360/-(Rupees Two Thousand Three Hundred Sixty only)** issued by Divl.Cashier/S.E.Rly/Adra per set of tender form against the cost of papers. The amount of cost of tender form is not refundable.

The tender form can be down loaded from the website No. www.ser.indianrailways.gov.in. Those tenderers who wish to down load the tender form from the Internet shall have to enclose a D.D of **Rs.2,360**/- (**Non – Refundable**) towards the cost of tender form drawn in favour of FA & CAO/S.E.Rly/Garden Reach/Kolkata and payable at Kolkata . The D.D in original has to be attached along with the tender documents contained in the packet. However the complete tender documents have to be dropped in tender box kept in the office of the **OC/RPF/ADRA.**

Reserved price of the tender is **Rs.6,75,360/-** (Rupees Six lakh Seventy Five Thousand Three Hundred and Sixty) only for three years. Each tender form shall be accompanied by money receipt/Fixed deposit/DD of **Rs. 13,508**/- (**Rupees Thirteen Thousand Five Hundred Eight only**) towards the **Earnest Money** of the tender. Money receipt in this regard should be issued from cash office /S.E.Rly, Adra and Fixed deposit is to be drawn in favour of FA & CAO/S.E.Rly/Garden Reach/kolkata-43.Earnest Money is refundable without interest to the unsuccessful bidders.

The tender in the prescribed form with necessary document is to be dropped in the tender box kept in the office of OC/RPF /Adra from **11.00 hrs.** to **13:00 hrs. on 26.11.18** and the tender box will be opened at **16.00 hrs.** on **26.11.18** or on next working day in the office of Sr. Divl. Comml. Manager/S.E.Rly/Adra. The Railway reserves the right to reject any or all tenders or to cancel the process without assigning any reason.

NOTE :-

a) The documents containing financial bid should be kept in an envelope (Single Packet) attached with the technical bid and should be dropped in tender box on Date & Time mentioned above.
b) Packet should be sealed cover and full name & address of the tenderer including tender No. & Name of tender i.e. tender for cycle Stand at **Ondagram** station. Incomplete tender shall be liable for rejection.
c) The validity of tender should be **120** days from the date of opening of tender.
d) Sealed tender received after the stipulated Date & Time will not be considered. Unsealed tenders shall also be liable for rejection
e) The tender notice is also available on Website www.ser.indianrailways.gov.in.

Divisional Railway Manager (Comml.)

South Eastern Railway/Adra

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South Eastern Railway / Adra Division

Tender for operation of Cycle/Motor Cycle Stand at Ondagram Railway Station

(Technical Bid)

OFFER LETTER

To,
The President of India
Through Divisional Railway Manager (Comml.)
South Eastern Railway/Adra.

Sub:- Tender for Cycle/Motor Cycle Stand at **Ondagram** Railway station
under **Tender Notice No. C-197/ Cycle Stand/ODM Dated.- 05.10.18**

……..

Dear Sir,

1. I /We _____ hereby tender to undertake to set up and operate Cycle/Motor Cycle Stand at **Ondagram** Railway Station and agree to ensure complaint free service to the Railways and to the passengers/public and others who deposit their Cycle, Motor Cycle, Scooter for temporary storage and safe custody in the allotted Railway Premises at Cycle Stand at **Ondagram** Railway station.

2. I/We have agreed to pay license fee as quoted in my financial bid. The financial bid as per the prescribed format given in the tender document has been submitted in one packet.

3. I/We agree to provide adequate manpower to operate and supervise the Cycle stand at **Ondagram** Railway Station at my own cost and take the responsibility to ensure efficient working to the satisfaction of Railway Administration.

4. In the event of acceptance of the tender, I agree to observe and be bound by the terms and conditions enclosed to this tender form which have been duly signed by me, which is subject to such modifications as deemed necessary by the Divisional Railway Manager (Comml), Adra for and on behalf of the President of India and agreed by me. I will be prepared to enter into the agreement with the President of India acting through Divisional Railway Manager, Adra within a period of 15(fifteen) days of acceptance of tender, if my bid is successful.

5. I/We have read the various terms and conditions to tender attached here to and hereby agree to abide by the said Notification and its terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/we shall be liable for forfeiture of my/our full earnest money. I/We offer to do the work, which is endorsed in the Tender Form at the rates quoted in the Financial Bid and hereby bind myself/ourselves to carry out the work in stipulated manner from the date of issue of letter of acceptance of the tender.

6. The earnest money is deposited by me for **Rs.** _____/- (in fig.) (***Rs***…….(in word) as specified in the tender notification under Demand Draft No._____ dt. _____ drawn in favour of FA & CAO/S.E. Railway/Garden Reach/Kolkata. The original D.D. is enclosed with Technical bid.

Signature of the Tenderer

Contd,,,,P/4

7. I do also note that the Railway administration reserves the right to reject my application without assigning any reason whatsoever and that this decision is final and binding upon me.

8. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Date: Yours faithfully

Signature of the Tenderer

1) Name of the Tenderer (Block letter): _____

2) Father or Husband's name (Block letter): _____

3) Present address: : _____
_____

4) Permanent address: : _____
(Proof to be attached) _____

5) Date of birth (Proof to be attested copy) : _____

6) Financial capability of the tenderer: _____
(Proper document to be attached)

7) Experience, if any (to be quoted): _____
(Proof to be attached)

8) Technical qualification, :(Valid trade license of similar nature of works/contract license issued by the state authority will be accepted as technical qualification certificate & should be attached with Technical bid)

9) Previously entering into a contract of smaller or large size with the Railway Administration, if any. (Reference for the performance of work should be quoted) : _____.

I hereby declare that the information furnished above is true to the best of my knowledge.

Enclosure : 1. Documents as stated above.

2. Money Receipt or D.D. amounting to Rs . drawn in favour of FA&CAO/S.E.Rly

Signature of the Tenderer

Contd….P/5

Tender for operating Cycle/Motor Cycle Stand at Ondagram Rly. Station

(Financial Bid)

To
The President of India
Through Divisional Railway Manager(Commercial)
S.E.Rly, Adra

Sub:- Tender for operation/running of Cycle/Motor Cycle Stand at **Ondagram** Rly. Station under Tender Notice No. **C-197/ Cycle Stand/ODM Dated.- 05.10.18**

Dear Sir:

I/We _____ quote the following rate of license fee

payable by me for the tender for operation of Cycle/Motor cycle stand at **Ondagram** Railway station based on the Railway Deptt. Value of Rs. **2,25,120 /-** per annum including GST @18%.

I/We _____ hereby declared that I agree to pay the

license fee for the operation of Cycle/Motor Cycle stand at **Ondagram** Railway station premises@

Rs._____/- (in fig.) (Rupees_____) per annum

license fee which is inclusive of GST@18% and abide to pay any other charges as levied on me in addition to my quoted rate if any.

Yours faithfully

Date : _____.

Signature of the tenderer

Name:-

Address:-

Mob Number:-

Contd…..P/6

SOUTH EASTERN RAILWAY

TERMS AND CONDITIONS

Terms and conditions of tender and specification of service are stated below for Cycle Stand at **Ondagram** Rly. Station for 03(three) years.

All these conditions should be carefully studied by the tenderer/tenderers before submitting his/her tender. He/they should in his/their own interest be well acquainted with the nature of work.

1. The packet should be sealed covers, clearly, full name, signature, address of the tenderer and name of license/contract super scribed on single envelope should be dropped in the Tender Box kept at OC/RPF office /Adra as mentioned in the tender notice which includes the following documents: -

i) Offer letter duly signed.
ii) Terms and conditions duly signed on each page.
iii) Trade license.
iv) Financial capability of firm/person of sound value.
v) Xerox copy of the PAN-CARD, Adhhar Card and Voter ID Card .
vi) Experience with past performance, if any.
vii) Earnest money as stipulated in the form of D.D. drawn in favour of FA & CAO/S.E.Rly./GRC.
viii) D.D. of **Rs.2,360/-(Rupees Two Thousand Three Hundred Sixty)** only as cost of Tender Form (if form is downloaded from Internet).
ix) Contact number if any.
x) Xerox copy of GST registration No.
xi) Police verification certificate.
xii) Eligibility criteria as specified in the tender notice.

2. Incomplete tender will be liable for cancellation and rejection and Railway reserves the right to accept or reject any or all the tender applications without assigning any reason thereof and is not bound to accept the highest bidder .Unsealed tender shall also be liable for rejection.

3. Sealed tender received after the stipulated date and time will not be considered.

4. The validity of tender offer should be **120** days from the date of opening of tender.

5 .Tender containing erasures and alternations of the tender documents are liable to be rejected.

6. An amount equal to **5%** of the contract will have to be deposited by the Tenderer as Security deposit in the form of **Bank guarantee/ FDR / DD** after adjusting the EMD amount. In addition to that the successful tenderer will have to deposit performance guarantee amounting to 5% of the total value of the contract in the form of Bank Gurantee .

7. Licensee shall make payment of license fee on or before 10th day of each month in quarterly (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this the contractor shall be liable to make payment of penalty if the due license fee has not been paid by the 10thday of the first month of each quarter. If the licensee/ licensees delay the payment of amount of license fee the administration after giving a grace period of 7 days will have the liberty to impose @1% of the amount due for delay of payment.

Signature of the tenderer

Contd.-7

8. The tender must be accompanied by full earnest money deposited in cash or in any of the form mentioned in the tender notice failing which the tender will not be considered. The tenderer shall hold the offer open for **120** days from the date of opening of tender. The tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not desist from his offer or modify the terms and conditions thereof in a manner not acceptable to the Divl. Railway Manager(Comml),S.E. Railway/Adra. If the tenderer fails to observe or comply with the forgoing stipulation and in case the tenderer withdraws his offer within the validity period of his offer or fails to undertake the contract after acceptance of his tender, the full earnest money shall be forfeited. If the tender is accepted, an amount @5% of the contract value will be deposited as security money by the successful tenderer after adjusting the earnest money deposited earlier, for the due fulfillment of the contract.

9. It shall not be obligatory on the Railway Administration to accept the highest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender. If the tenderer deliberately gives/tenders wrong information in his/their tender or creates/circumstance for the acceptance of his/their tender the railway reserves the right to reject such tender at any stage.

10. If any tenderer expires after the submission of this tender or after acceptance of his tender, the railway should deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender the railway shall treat such tender as cancelled unless the firm retain his characters.

11. The earnest money deposited by the successful tenderer/tenderers will be retained towards security deposit for the due fulfillment of the contract but shall be forfeited if the contractors fail to execute the agreement or start the work within a reasonable time to be determined by the railway administration after notification of the acceptance of his/their tender.

12. Non-compliance with any of the condition set forth therein above is liable to result in the tender being rejected.

13. The accepting authority of the tender is not bound to accept the highest or any other tender nor does he undertake to assign reasons to decline to consider any particulars tender of tenderers.

14. The successful tender/tenderer shall be required to execute agreement with the President of India acting through the Divisional Railway Manager (Commercial), S.E. Railway/Adra for carrying out the work in the prescribed proforma.

15. The tenderer shall keep the offer open for a period of **120** days from the date of opening of the tender, within which period the tenderer can not withdraw his offer subject to the period being extended if further required, by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his earnest money for due performance of the forgoing stipulation.

16. In the event of any tenderer whose tender is accepted, refusing to execute the contract documents as herein before provided, the Railway may determine that such Tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such defaults.

17. Tenderer must specify the rate in figures as well as in words per annum in the appropriate column in the schedule.

Signature of tenderer

Contd…..P/8

18. The Tenderer signature must be affixed at the bottom of each page of the tender document. No tender which is unattested and/or contains erasure or alteration of the tender document made by intending tenderer will be considered.

19. Tender must be submitted in the name of only such persons to whom tender forms are sold in their individual capacity or accredited representative of the firm. In case the tender from is downloaded from Internet, the **DD of *Rs*. 2,360/- towards the cost of tender form** shall be made by the Tenderer and payable to FA&CAO, S.E. Railway/Garden Reach/Kolkata.

20. The contract period of the Cycle/Motor Cycle stand at **Ondagram** Railway station will be for 3 (three) years.

21. Each tender form should be accompanied by **D.D of Rs. 13,508**/- (**Rupees Thirteen Thousand Five Hundred Eight only**) towards the **Earnest Money** of the tender which should be deposited through Demand Draft drawn in favour of FA&CAO/S.E. Railway, Garden Reach, Kolkata – 43. The said amount is refundable to the unsuccessful Tenderers without interest after finalization of the tender. No interest will be paid for the amount.

22. Before submitting tender, the tenderer/tenderers will be deemed to have satisfied himself regarding the nature of work/contract.

23. Any unsatisfactory performance in running of stand will be treated as breach of the contract and necessary action will be taken as per general condition of contract. The railway administration reserves the right to terminate the contract by issuing seven days notice for unsatisfactory performance. The decision of unsatisfactory performance solely rests with the agreement executing authority. If the successful tenderer fails to deposit the amount of security deposit called for or to execute an agreement within 15 days of the intimation of the same, his earnest money will be forfeited by the Railway on behalf of President of India and the acceptance of his tender cancelled. The earnest money and the security deposit for the successful tenderer will be retained till completion of the work and settlement of claims after which it will be returned less any account recoverable under the terms of the contract agreement .No dues certificate issued by Station Manager concerned will be required for release of security money.

24. The tenderer/tenderers should have a valid license(trade license/contractor license from the concerned state Govt. authority with registration number to act as technical capability certificate), sound financial stability, experience, if any, with unblemished performance of similar nature of work and must submit the evidences duly attested by the responsible person.

25. The submission of a tender by contractor implies that he has read and will abide by the conditions under which work will be entrusted.

26. No tender which does not satisfy the above conditions and does not comply with the above instructions will be considered.

27. The contractor shall pay to the Railway through the Station Manager/ **Ondagram** or **Divisional Cashier/Adra** the accepted license fee including scheduled plot rent Quarterly in advance for the license of the said Cycle stand at **Ondagram** Station. The accepted contractor shall be held responsible for the safe custody and correct return of the Vehicles to the rightful owners and railway will not accept any liability in any manner whatsoever, in this respect.

Signature of the tenderer

Contd…P/9

28. That the accepted contractor should work under the order of the Sr. Divl. Commercial Manager/Divl. Commercial Manager/Asst. Commercial Manager of Adra Division or any other officers or subordinates authorized by him.

29. The area for the stand is approximately **400 Sq.mt.** of Rly. Land will be sited on the specified Railway premises.

30. In case of default of payment of any dues the Railway Administration reserves the right to terminate the agreement and adjust the dues from the security deposit, after giving due notice.

31. There shall be surprise checks on the service being provided by licensee. The licensee shall be liable to pay such penalty as administration may decide for complaints against the licensee for over charging etc. without prejudice to the other remedial measures which may be available under the agreement. The licensee shall be liable to pay at the sole discretion of the administration a penalty for any action in the contravention of the clause of the agreement of such amount as may be imposed by the administration.

32. The Tender Notice and Tender Form shall also be available at the website of Adra Division at the address **www.ser.indianrailways.gov.in.** The tenderers can also download the tender form from the above site and after filling these forms, can drop in the Tender Box available at OC/RPF office/Adra as mentioned in the Tender Notice. Those tenderers who wish to submit Internet downloaded forms shall have to submit/deposit a DD of **Rs.2,360/**-. (Not refundable) towards the cost of Tender Form which shall be payable in favour of FA&CAO/Garden Reach/Kolkata payable at Kolkata. This D.D.in original should be enclosed with the tender document.

33. The Tenderer should confine his work within the allotted space and any deviation or complaint of deviation will be treated as 'breach of contract'. He should avoid public complaint on any account and will be responsible to produce himself or his staff whenever necessary for enquiries.

34. In the event of any vehicle being lost or delivered to person other than the owner or any damage caused to any Vehicle while in the custody of the contractor or his agent, the contractor shall be required to settle the dispute by payment of compensation, if necessary. If the Railway is also made party to the claim and if the railway is required to pay any compensation as per Court's order the Railway shall reserves the right to recover the amount from the contractors including legal expenses for the defence of the case, from his security deposit, if necessary.

35. The rate of parking charge for 1st Cycle/Motor Cycle stand at **Ondagram** Station is as under.

Cycle	**Rs.5/- for 1st 12 hrs. or part thereof and Rs 3/- for each subsequent 12 hrs or part thereof.**
Motor Cycle	**Rs.8/- for 1st 12 hrs. or part thereof and Rs 4/- for each subsequent 12 hrs. or part thereof.**
Cycle Monthly	**Rs.100/-**
Motor Cycle/Scooter Monthly	**Rs.200/-**

Signature of the tenderer

Contd … P/10

36. The contractor will not sell or sublet the right granted by this contract to any other person or persons and any violation of these terms will render the contract liable to be terminated without giving any notice in addition to the liability forfeiting the security deposit.
37. The contract would be monitored by Sr. Divl. Comml. Manager/Divl.Comml.Manager, S.E. Railway/Adra on behalf of the President of India.
38. If the work is cancelled before the commencement or terminated during the execution in accordance with the prescribed conditions, the Divisional Railway Manager (Commercial), S.E. Railway/Adra reserves to himself the right to cancel the tender/contract and invite fresh tenders for the works.
39. If the contractor becomes insolvent during the tenure of the contract, the contract will be terminated by the Railway & the Tenderer may be blacklisted.
40. The authorized licensee will have to erect structure on the demarcated railway premises on his own cost and on the immediate expiry of the license the contractor shall immediately leave the said premises and vacate and made over the stand to the Railway in the same state and conditions as it was at the time of taking over from the railway within 48 hrs. at his own cost. If the licensee fails to vacate the same within stipulated period railway will take vacation of the land and the cost of which will be deducted from the security deposit.

Divisional Railway Manager (Comml.)
South Eastern Railway/Adra

The above conditions and particulars are understood by me and I agree to abide by them. My credentials and details and my License Fee bid is enclosed in Packet.

Date ***Signature of the Tenderer***

Place