

South Eastern Railway

C 30/MFC/VSU

Dated :16.06.2022

Notice for calling of "Expression of Interest" for Multi-Functional Complex at Bishnupur Railway Station

Divisional Railway Manager (Commercial), South Eastern Railway, Adra, invites '**Expression of Interest**' from reputed firms/individuals for operating the proposed Multi-Functional Complex at Bishnupur Railway Station.

1.0 **OBJECTIVE**

With a view to further improve passenger amenities and make available new facilities which are not available hitherto, South Eastern Railway has constructed a Multifunctional Complex at Bishnupur Railway station. Railway is planning to provide passenger amenities and other commercial facilities which are incidental/ beneficial to passengers in particular and for citizens of Bishnupur in general at the proposed Multifunctional Complex - like Dormitory, General shop, Medicine shop & Restaurant in the ground floor and 08 Retiring Room on the first floor.

This Multifunctional Complex is located very close to Bishnupur Railway station with direct access to the nearby main road. It will also have controlled access to Bishnupur Railway station premises including platforms.

2.0 **SCOPE OF WORK:**

South Eastern Railway calls for "Expression of Interest" (EOI) from interested Agencies with expertise in running such Multifunctional Complex. While South Eastern Railway will provide the basic building structure for the Multifunctional Complex, the interior design and other functional arrangements within the building shall be carried out by the private agency.

The mode of operation will be through payment of a license fee. The day-to-day maintenance of the Multifunctional complex shall be the responsibility of the agency. Railways will not take any responsibility for running and maintenance of the Multifunctional Complex during the period of license. The agency shall meet the running and maintenance expenditure including water, power, telecom etc. The agency shall be responsible as the sole licensee for commercial operations at the premises and Railway will not have any dealings with any other intermediaries, sub-contractors, agents etc., engaged by the agency. On expiry of the license period, the entire premises including the interiors put up by the agency shall revert to Railways.

The detailed terms & conditions are enclosed herewith for ready reference.

3.0 **TECHNICAL DATA**

- **Location:** Near P.W.D Bungalow.
- **Building area :** 24.650 mtrs x 13.050 mtrs
- **Length:** Parallel to road 13.050 mtrs & perpendicular to road 24.650 mtrs.



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S.E.Railway, Adra

4.0 MINIMUM ELIGIBILITY CRITERIA

- Any firm registered under the Companies Act 1956 or capable and experienced Individuals can participate. They should have an experience for the business of similar type of work (As defined in the T&C) in last three financial years.
- No default on any bank/financial institution loans in the past.
- No default in payment of any statutory dues and disputed liabilities.
- Bidder shall submit the yearly Balance Sheet (For last three years) of his firm duly certified by any recognised Chartered Accountant.
- The Bidder shall submit his GST Registration certificate.
- The Bidder shall submit his PAN & Aadhaar Card.
- Apart from any other source of income should be submitted.(If available)

Note: The participants have to submit documents essential to prove the eligibility criteria.

5.0 HOW TO EXPRESS INTEREST

Interested parties are requested to submit Expression of Interest along with a detailed project report for any interior decoration (If required) along with documents.

Participation in EOI does not confer any right to the participating parties in the subsequent tender as and when called for.

Interested Firms/Individuals are required to submit the EOI in a sealed cover super-scribed there on '**Expression of Interest**' for **Multi-Functional Complex at Bishnupur Railway Station** in the drop box kept in the office of the Sr.DCM/Adra on 15.07.2022 up to 13.00 hrs. The said box will be opened on 15.07.2022 at 16.30 hrs. If the said date will be a holiday or the office will be closed on any unforeseen reason the box will be opened on the next working day.

The application of the EOI should be addressed to Sr.Divisional Commercial Manager/Adra, P.O.-Adra Dist-Purulia, PIN-723121(West Bengal) also the applicant should indicate his/her full postal address & contact number.


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 Senior Divisional Commercial Manager
 S.E. Railway / Adra
 S.E. Railway, Adra

SOUTH EASTERN RAILWAY
ADRA DIVISION

Application inviting "EXPRESSION OF INTEREST" for
Multifunctional Complex at Bishnupur of Adra division.

1	Name of the Firm:	
2	Local Branch office (with full address and phone number):	
3	Regional Head Office (with full address and phone number):	
4	Whether registered by Govt. (if yes, furnish registration number):	
5	Net worth of the firm (necessary documents to be attached in proof):	
6	PAN of the firm:	
7	TIN of the firm:	
8	Experience of the firm (in operation and maintenance of similar facilities) (necessary documents to be attached in proof):	
9	Any other information (Bidders may attach extra sheets if required):	

Signature with full address & contact
number of the bidder

Date:-

Place:-

SOUTH EASTERN RAILWAY
ADRA DIVISION

TERMS AND CONDITION OF EOI FOR COMMERCIAL EXPLOITATION OF
AVAILABLE SPACE IN MULTIFUNCTIONAL COMPLEX
AT BISHNUPUR RAILWAY STATION.

1. General Conditions.

- a. All intending Firms/Individuals should themselves evaluate feasibility of the job / work and offer their bids. The successful bidder has to take up the work within the stipulated time prescribed in the letter of acceptance. and any non-response / withdrawal from the contract., at that stage will lead to forfeiture of EMD without any prejudice to any other right or remedies available under the law.
- b. The Firms/Individuals should submit all the required documents as per the EOI Notice. Eligibility of the firm is to be attached with the EOI documents. If the Firms/Individuals do not fulfil any of eligibility conditions, the offer will be summarily rejected.
- c. The laws of India shall govern the contract that is being in force including Labour laws.
- d. The Firms/Individuals qualifying in EOI eligibility shall be notified for submission of their financial offer for the said tender.
- e. Offers received/deposited after the stipulated time and date as indicated in the EOI notice will not be considered. The name and address of the Firms/Individuals along with contact number should be clearly written on the envelope in sealed cover and should be dropped at office of Sr. DCM/Adra as mentioned in the EOI notification.
- f. The Firms/Individuals has to pay the **Performance Guarantee** equivalent to 10% of the accepted tender value. The EMD (2% of the DV) to be paid along with the financial offer. The EMD of unsuccessful bidder shall be returned having no interest to be given thereon.
- g. **Performance Guarantee** shall be returned to the contractor after the physical completion of the work as certified by the competent authority. No interest will be payable upon the EMD and PG or amounts payable to the Contractor.
- h) The competent authority shall normally be the authority who is competent to sign the contract. If the competent authority is of the rank lower than the JA grade Officer, concerned with the work should issue the certificate.
- i) The certificate to be issued after the expiry of contract period, should inter-alia mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and there is no due from the Contractor to Railways against the contract concerned.
- j) Before releasing the **Performance Guarantee**, an unconditional and unequivocal No Claim certificate from the contractor concerned should be obtained.

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2. Scope of Contract:

South Eastern Railway has constructed the basic structure for the MFC and the interior design and other functional arrangements, within the building, will be carried out by the private agency, which will be licensed to commercially exploit the premises during the contract period after duly approved by the competent authority. Railway Administration will supply necessary plans for outer structure of the MFC to the licensee for guidance.

- a) The licensee is required to make all internal arrangements of including interior design, providing functional arrangements etc.
- b) The licensee is to make arrangements for the commercial exploitation of the entire premises for generating revenue.
- c) As pronounced by the Hon'ble Minister of Railways in the budget speech, the MFC should have passenger/public amenities like shopping, food-stalls & restaurants; Medicines & variety stores, Budget Hotels etc.
- d) It is mandatory to have these facilities related to public interface activity.
- e) Apart from amenities mentioned above, the premises should be used only for public interface activities like Shopping, Hotels & restaurant, Medicine shop etc. It should not be used under any circumstances for residential purposes, production/industrial activities or any other activity, which cannot be reckoned as a public interface activity that is expected to be carried out in Railway Station premises.

3. Eligibility Criteria:

- a) Registered firms/companies with experience of at least 03 financial years in operation and maintenance for similar type of work any one of the following:
 - (i) Hotels.
 - (ii) Office Complexes
 - (iii) Catering establishments.
 - (iv) Supermarket/Shopping mall.
- (b) They should submit copies of the Balance Sheet of the firm duly certified by any recognized Chartered Accountant for the last 03 Financial years.



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4. Duration of Contract:

- a. The successful Firms/Individuals shall be given a mobilization period of maximum of 06 months for establishing the business in the complex from the date of handing over the outer structure by Railways to the licensee.
- b. The license period shall however commence from the date of completion of the interior structure by the licensee or six months from the date of handing over of the outer structure to the licensee, which is earlier.
- c. Duration of license period is 12 years from the completion of mobilization period of not more than 06 months.
- d. A further extension of the contract for 03 more years will be considered provided the performance of the licensee is satisfactory in operating and maintaining the MFC and also that there are no dues pending. The annual escalation clause of 10% will, however, continue to be applicable during the extension period also. In case the extension period is granted, the Licensee shall pay the difference of security deposit amount to the Railways as per the revised value of the contract.
- e. Nine months before the expiry of the initial 12 years license period, the licensee, if desired to seek extension, should submit a written request to this effect to Sr. DCM, who may permit extension of the contract for a maximum period of 03 years. The appeal, if any, against the decision of the Sr. DCM lies with DRM, whose decision is final in this regard.
- f. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all the matters provided in the said act.

5. Special Conditions:

- a. The Licensee has to incur entire initial cost of making interior arrangements, functional arrangements and also for looking after the day- to -day running and maintenance of the MFC.
- b. While Railway provides water and power connection to MFC, the entire interior arrangements for electric and water supply are to be made and operated and maintained by the Licensee.
- c. Water and electricity charges shall be levied against the actual consumption to the licensee on commercial rates as decided by Railways from time to time.
- d. The Licensee is to make alternative arrangements for supply of water and electricity in the event of disruption in Railway supply or inability of Railways to supply. No compensation shall be payable for non-supply of water/electricity. Alternative arrangements such as backup UPS/High capacity Generator shall be arranged by the Licensee.
- e. The Licensee shall make necessary arrangements for disposal of drainage water and garbage generated, sewerage work adjacent to the MFC, clearance of septic tank soils etc. Railway does not take any responsibility in this regard.

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- f. On successful completion of the license period of 12 years and extension, if any permitted, the entire premises along with the fixed structures put up by the Licensee shall revert to Railways. The licensee shall not have any claim over the premises on the fixed structure after the expiry of the contract.
- g. The licensee shall arrange to pay all the statutory dues like GST & others, etc to government bodies or local authorities etc. Railway does not take any responsibility in this regard. In the event of non-payment of taxes and duties to the local bodies by the licensee and which are overdue more than 06 months, Railway shall have the right to forfeit the security deposit and revoke the performance guarantee and terminate the agreement with the licensee and pay the dues to the government/local bodies concerned.
- h. The licensee is responsible for safe and proper operation and maintenance of the premises. Any claim for compensation for loss/damage arising out of operating and maintenance of the MFC shall be settled full by the licensee. Railway does not accept any responsibility, whatsoever, in this regard.
- i. Railway will not deal with any other agency, which has been engaged/retained by the licensee, in regard to operation and maintenance of the MFC. In the event of any dispute between the licensee and any other agency in relation to the MFC resulting in any loss to railway, the licensee shall make good the same.
- j. The license fee should always be paid in advance at the beginning of every year starting from the date of acceptance by the licensee. A penal charge of 02% per month or part thereof shall be levied for delayed payments of license fee beyond 15 days from the date it becomes due. Any default in payment of license fee would result in forfeiture of security deposit etc. and also the licensee will be liable for any other action taken by the Railway for recovery of unpaid dues, if any.
- k. The mandatory facilities, that are to be provided in the **MFC**, should be operationalised **within six months** of issue of letter of acceptance by the licensee. The tariff to be charged for the above mandatory facilities shall be same as those charged, if similar facilities exist at Railway stations or **MRP**, whichever is less. In case the licensee desires to commission any utility for which there is no tariff fixed by Railway or stipulated MRP, then the licensee is at liberty to fix tariff for the same after due consideration of public interest.
- l. The licensee shall give an undertaking that the premises of MFC will not be used for any activity which would be detrimental to the interest of Railways, in particular, and the public, in general.
- m. The licensee shall submit basic design of the interior arrangements including functional arrangements to the Sr. DCM within 30 days from the date of letter of acceptance, which shall in turn obtain approval of DRM and convey to the licensee within 21 days of receipt.



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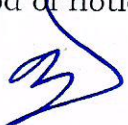
- n. Since **MFC** is essentially meant for passenger/public purposes, it is the responsibility of the licensee to maintain it to proper standards in terms of safety including fire prevention measures, orderliness and cleanliness. In the event of any deficiency/irregularity noticed by the Railway Administration. Sr. DCM is empowered to impose penalties on the licensee. The total penalty amount should not exceed 10% of the annual license fee for the year. Any appeal against the penalty imposed by Sr. DCM rest with DRM, whose decision in this regard is final.
- o. In the event of the licensee being prohibited from selling one or more articles in the premises because of Government laws/rules/regulations/orders. Railway shall not be liable for any loss suffered by the licensee and that in such an event the licensee shall not be entitled to any reduction in the fees payable to the authority or permission for sale of additional items.
- p. Performance Guarantee shall be 10% of the total accepted tender value.
- q. Comprehensive and conclusive guideline for MFC is not available with division. Correspondence done in this regard with Zonal Headquarters and Railway Board is still awaited. Therefore any guideline issued by Zonal Headquarters and Railway Board will supersede this and shall be strictly adhered to with immediate effect.

6. Appraisal of the Tender:

- a. The firms/Individuals shall indicate the cost of functional arrangement and interiors in his offer. The tender valuation committee shall take this aspect also into consideration while finalising the tender.
- b) The administration reserves its right to reject any of the offers without assigning any reasons, if not found suitable by the EOI evolution committee or accepting authority.
- c) The licence fee carries an annual escalation of 10%

7. Exit Clause:

- a. Railway administration or the licensee has right to exit from the contract by giving each other an advance notice of 06 months.
- b. If Railway administration desires to terminate the above contract within the first 05 years of the operation of the contract, then compensation to the tune of one year's annual license fee will be paid, duly deducting the license fee for the notice period. In case the Railway administration desires to terminate the above contract after 05 years, compensation equivalent to 25% of the annual license fee will be paid to the licensee.
- c. In case the licensee desires to exit from the agreement, he has to pay the compensation equivalent to one year's license fee excluding the period of notice.



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- d. On expiry of the license period or on terminate of the license by the authority on account of any breach on the part of the licensee, the licensee shall deliver the possession of the premises in good condition and peaceful manner along with furniture fittings, equipment and installation, if any provided by Railway. Further, licensee shall remove his/their goods and other materials from the premises immediately, failing which Railway reserves its right to remove such goods/materials at liberty to dispose of the goods/materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such eventuality.
- e. The licensee herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s) premises to or in favour of the licensee but shall be construed to be only as a license in terms and conditions herein contained.
- f. In case the Railway terminates the contract in the event of one or more of the following reasons, no compensation shall be payable by Railways:
 - (i) Non-payment of license fee.
 - (ii) Non-payment of charges for electricity, water to the Railways for the electricity and water supplied.
 - (iii) Non-payment of taxes and duties payable to local municipality/authorities.
 - (iv) Non-maintenance of standards for upkeep cleanliness, safety and security aspects as evident from penalties imposed to the maximum limit continuously for more than 02 preceding years.
 - (v) Non-completion/commencement of interiors /functional arrangements within 06 months from the date of approval of drawings.
 - (vi) Non-submission of drawings of interior/functional arrangements within 30 days from the date of letter of acceptance.
 - (vii) Non-submission of performance /Guarantee/Security deposit within 15 days from the date of acceptance of LOA
 - (viii) Non-execution of lease agreement with administration within the standard stipulated time.

8. Arbitration:

In the event of any question, dispute or difference arising under this or in connection with the license (except as to any matters the execution of which is a specially provided for these conditions) the same shall be referred to the sole Arbitrator appointer by the General Manager.



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