Chittaranjan Locomotive Works

E-Tender Document

Office of Dy. General Manager/CLW

Tender No: EO/LP/25

Tender Notice No: EO_LP_25

Name of Work: Contract for the Operation of Logistic Hub (Parking & other space) near Time Office Gate, for two (02) years

Quantity – 01 Logistic Hub (Parking & other space)

E-Tender Invited By: Dy. General Manager/ CLW

PRICE OF TENDER DOCUMENT: FREE OF COST (ONLINE)

Date & Time of Closing of Tender- As per NIT

Total Number of pages: 25



Name of Work: Contract for the Operation of Logistic Hub near Time Office Gate, for two (02) years.

Quantity – 01 Logistic Hub (Parking & other space)

Tender No: EO/LP/25

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Tender No: EO/LP/25

Name of Work: Contract for the Operation of Logistic Hub near Time Office Gate, for two (02) years.

Quantity – 01 Logistic Hub (Parking & other space)

CHECKLIST

Advertised Cost	Seen
Contractual Period	Seen
Earnest Money Deposit	Seen
Date Of Opening	Seen
Tender Validity Period	Seen
Have You Read Tender Document Carefully	Yes/No
Have You Read Penalty & Payment Clause	Yes/No
Have You Uploaded Scan Copy Of GST No	Yes/No
Have You Uploaded Scan Copy Of PAN No.	Yes/No
Have You Uploaded The Filled Scan Copy Of Form A	Yes/No
Have You Uploaded Scan Copy Of Bank Details As Prescribed Format	Yes/No
Whether Tender Participated By Sole Proprietor Or By A Partnership Firm?	Proprietorship firm/Partnership firm/Private Lim
Whether partnership deed and power of attorney furnished with the tender?	Yes/No
Have you read all the special conditions documented in tender documents?	Yes/No
Have you understood the nature of work & terms & conditions laid down in tender documents	Yes/No

Note: If you don't follow the above carefully, it may disqualify your candidature in this tender.

E-Tender Notice

Open Tender No: EO/LP/25

E –tenders are invited from experienced or interested parties/vendors/contractors/tenderers by the Dy. General Manager, Chittaranjan Locomotive Works, Chittaranjan, acting on behalf of the President of India, hereinafter called the Administration, and the highest bidder shall be the successful contractor hereinafter called the Licensee(s) for the under-mentioned work:

Name of Work: Contract for the Operation of Logistic Hub (Parking & other space) near Time Office Gate, for two (02) years.

Quantity – 01 Logistic Hub (Parking & other space)

RESERVED PRICE OF WORK (LICENSE)	Rs. 11,18,000/- + GST as applicable (In Eight (08) installments)
BID SECURITY	Rs. 22,400/-
Duration of Work (LICENSE)	Two (02) years
Online tender closing date and time	As per NIT

Detailed information about tender and tender format is available at website

www.ireps.gov.in

Dy.General Manager
CLW/CRJ

Tender No: EO/LP/25

Tender Notice No: EO_LP_25

Name of Work: Contract for the Operation of Logistic Hub (Parking & other space) near Time

Office Gate, for two (02) years.

Quantity – 01 Logistic Hub (Parking & other space)

To.

The President of India

(Acting Through The)

Dy. General Manager

Chittaranjan Locomotive Works, Chittaranjan.

- 2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the special conditions of contract and specification of works as laid down by the Railway in the annexed special conditions (Scope of work)/specifications, schedule of rates with all correction slips up-to-date for the present contract.
- 3. An earnest money deposit of Rs. 22,400/- (Rupees Twenty-two thousand four hundred only) has already been deposited online/submitted as in any mode of transaction available on the IREPS module. The full value of the earnest money deposit shall stand forfeited without prejudice to any other right to remedies in case my/ our tender is accepted and if:
 - a. I/We do not submit the Performance Guarantee within the time specified in the Tender document.

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

Signature of Witness:		Signature of Tenderer
1	Date:	
		Address of Tenderer
2		

PART-I

SCOPE OF WORK & SPECIAL TERMS & CONDITIONS TO THE TENDERERS

INFORMATION TO TENDERERS: Logistic Hub is largely a parking space aided with basic human amenities. Tenderers must go through the relevant scope of work before quoting their offer. It is advised that tenderers may physically visit the Logistic Hub for better understanding and feel of work.

SCOPE OF WORK, SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Detailed Scope of Work:

- 1.1. The Licensees shall keep the logistic hub premises, building, its surroundings and the equipment, fixtures, fittings and appliances thereon provided by the Administration clean & tidy. and sanitary conditions to the satisfaction of the Dy. General Manager, Chittaranjan Locomotive Works or any person performing the duties of the officer (hereinafter referred to as the "said officer"). The Administration shall arrange at its own cost the white/ colour washing and other petty repairs to structures and electrical and water supply equipment, roads, and pathways of the above thereon according to the normal maintenance practice of the Estate of Chittaranjan Locomotive Works.
- 1.2. The Licensee will not use or permit the said premises or any part thereof or allow the same to be used as sites or centers for public or political meetings or gatherings and not do any act whereby the places of the locality may be threatened.
- 1.3. The Licensee must display the Tariff of parking, failing which penalty may be charged.

Tariff:

The Uniform charges @:

First 24 hours	Rs. 150/-
Each subsequent 24 hours (beyond first 24 hours)	Rs. 100/-

No such fees will be levied for parking of vehicles belonging to Railway Administration duly authorized by Dy. General Manager.

To ensure charging of vehicles at prescribed rates in Logistic Hub (parking space), the Licensee(s) should give coupons for vehicles which shall clearly

depict the name/ identification of the parking lot, date and time of issue of coupons, the name of the Licensee, SI. number of coupons with counterfoils and amount charged for coupon/monthly pass for vehicles stand, as the case may be, to avoid public complaints for charging more rates.

- 1.4. In the event of the Licensee committing a breach of any of the terms herein content or if his services are considered unsatisfactory (as to which the decision of the said officer shall be final) or if the said Licensee be adjudged insolvent or if a receiver is appointed of any of his properties and assets, its shall be lawful for the said officers to terminate this presents and to take possession of the said Logistic Hub and the accessories thereon as if there right of action or remedy of the Admn. in respect of any antecedent breach of any of the agreement by the Licensee herein contained.
- 1.5. That Licensee shall at all time keep the Administration and the officers and servants or Government indemnified against, and shall reimburse to the Administration all claims, demands suits losses, damages, costs, charges and expenses whatsoever which the Administration may sustain or incur by reason or in consequence of any damage to any Government property or of any injury to any person or to any Govt. property of an outsider resulting directly from the aforesaid contracts.
- 1.6. Any notice hereunder shall be deemed duly served on the Licensee if delivered or sent by registered post to the address of the Licensee mentioned in this agreement.
- 1.7. The Licensee shall pay costs incidental to the preparation, stamping, execution, and registration of this Agreement.

1.8. Security:

- 1.8.1. The Licensee(s) shall be solely responsible for the safe Custody of vehicles parked with him/them and for any loss or damage caused to/of any vehicles in his/their custody and shall indemnify the Administration against all claims/demands/action in respect of any loss or surcharge caused of/to any vehicles in his/their custody.
- 1.8.2. If any vehicle is parked beyond 48 hrs, and the driver is absent, the licensee should take the initiative to contact the driver with the help of the register maintained by him. Yet, if no information can be found, the Licensee shall duly inform the RPF as well as the Administration.

2. SPECIAL TERMS AND CONDITIONS

2.1. Manpower:

- 2.1.1. The Licensee shall furnish complete details of the personnel to be deployed with supervisor(s) giving the working timings. The name/ list of all the employees along with the supervisor should be submitted before starting the actual work.
- 2.1.2. The Licensee must deploy one supervisor with proper Communication System who will Liaison/ Co-ordinate with the railway executive for day-to-day execution of work.

2.2. Contractual Period:

Work must be started immediately after the handover of the said premises. The duration of contract is Two (02) years from the date of handover of the said premises.

2.3. **Compliance of GST Act:**

All the rules of GST ACT will be followed by the Licensee. All the amendments issued from time to time would be applicable during the currency of the contract.

2.4. The Licensee shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Licensee, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

2.5. Warranty for workmanship

Warranty period will be 03 months. If any defect is reported in any work as mentioned in scope of work of which licensee is a part of or have worked, for all those reported defects in all those locos, rectification will be done by licensee on his own cost. Firm/ Individual will have to attend without any extra payment on actual/ current place /location of the premises. **SD will be released after the completion of warranty period**.

2.6. **Inspection**

The authorized representative of Dy. General Manager/CLW/ CRJ or Asstt. Dy. General Manager/CLW/ CRJ will supervise, inspect and prepare required inspection certificates/reports etc.

3. Payment and Penalty Clause

3.1. Payment Clause:

The Licensee(s) shall during the continuance of this license pay to the Administration for the use of said premises under the conditions of this license an annual licensee fee of Rs.____/- (i.e. Offered bid) + GST as applicable. The Licensee(s) shall also duly pay during the continuance of this license all cesses, rates, taxes and other charges or taxes in respect of the said premises or proportion of all cesses, rates, taxes and other charges of taxes of the said premises If Administration deem they are not separately assessed in respect thereof and as may be intimated to the licensee/licensees and any neglect of omission on the part of the servants of the Administration in giving such intimation to recover such charges of taxes shall not prejudice and right of the Administration to recover the correct amount of such charges or taxes due from the licensee/licensees from the date of occupation by him/them of the said premises. The cess and other charges if any, will be payable annually with 1st installment while the license fee will be payable in quarterly installments each year. The quarterly license fee so worked out will be rounded off to the nearest rupee and will be payable as per the following program/plan:

The licensee(s) will pay the license fee recoverable in quarterly installments payable by the 10th day of the first month as under:-

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1<sup>st</sup> Installment by the 1<sup>st</sup> (month)---

2<sup>nd</sup> Installment by the 1<sup>st</sup> (month)---

3<sup>rd</sup> Installment by the 1<sup>st</sup> (month)---

4<sup>th</sup> Installment by the 1<sup>st</sup> (month)---

5<sup>th</sup> Installment by the 1<sup>st</sup> (month)---

6<sup>th</sup> Installment by the 1<sup>st</sup> (month)---

7<sup>th</sup> Installment by the 1<sup>st</sup> (month)---

8<sup>th</sup> Installment by the 1<sup>st</sup> (month)---
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The successful bidder shall have to submit Performance Guarantee (PG) and Security Deposit (SD) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the

60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Licensee fails to submit the requisite PG or SD or both even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract.

3.2. Penalty Clause:

- 3.2.1. Licensee shall pay the license fee on or before the 10th day of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this, the Licensee shall be liable to make payment of penalty if the due license fee has not been paid by the 10th day of the first month of each quarter. If the licensee delays the payment of license fee beyond 07 days grace period as notified by Railways, the administration shall impose a penalty @ 2% of the amount due.
- 3.2.2. In case of termination of contract SD and PG will be forfeited and the Licensee may be blacklisted from participating in any other future contracts/works.
- 3.2.3. Display of Tariff is a must, not doing the same is liable for a penalty ranging from Rs. 100/- to Rs. 500/-.
- 3.2.4. Cleanliness must be a priority failing which may be liable to a penalty ranging from Rs. 100/- to Rs. 500/-.

The final determination of penal charges lies with the DGM, and the penalty so decided shall be final and binding.

4. Termination of Contract

- 4.1. If the administration feels that despite imposing of penalty there is no improvement execution of work then Railway Administration reserves the right to terminate the contract by issuing a 10-day Notice.
- 4.2. In case of failure of payment of license fee by the licensee in terms of para 3.2 DGM shall issue 07 days notice for termination of contract and if the party fail to respond within 07 days notice, 48 hours notice for termination of contract and for clearance of premises shall be given to the party by DGM with prior vetting of associate finance.

5. TAX LIABILITY:

5.1. The licensee shall be responsible for all the taxes (inclusive of GST) to be paid to the state Govt./Local civic agencies for the services rendered by him. There will be no tax liability upon the Railways whatsoever on any account.

- 5.2. The Licensee shall be liable to pay GST as per applicable rates. The reserve price is exclusive of GST.
- 5.3. Any other taxes or charges payable to the local bodies on any account shall be paid by the licensee.

6. <u>UPLOAD SCAN COPY OF DOCUMENTS:</u>

The following scanned documents shall be uploaded on the IREPS website at the time of submission of online offer with tender:- Document regarding eligibility criteria:

- 6.1. Current and valid PAN.
- 6.2. Partnership Deed, if applicable.
- 6.3. Power of Attorney if applicable.
- 6.4. GST registration.
- 6.5. Firm's contact and Bank Details in the format given below in Annexure-"C".
- 6.6. Check list as mentioned on page no.3 of Tender document.
- 6.7. Declaration form as given on page no.5 in tender document.
- 6.8. List of works on hand indicating name of work, contract value, Bill amount paid so far, due date of completion etc. To be furnished by the tenderer in Annexure-'I' and this certificate to be signed by tenderer.
- 6.9. Format for Financial data in Annexure-M.
- 6.10. Any other document, the tenderers may like to submit in support of his credentials/scheme.

PART-II

GENERAL CONDITIONS & INSTRUCTIONS TO Licensee

Special Note to Tenderer:

- The Tenderer should visit the CHITTARANJAN LOCOMOTIVE WORKS, Chittaranjan and properly assess the premises before submitting the offer.
- The Tenderer should submit an online scanned copy of credentials, etc. as required.

1. General Instructions to Tenderer:

- 1.1. The Tenderer should watch the website for corrigendum/ addendum to the Bid document. Hence it shall be the responsibility of the bidder to check from time to time for corrigendum of the bid, if any, periodically before finally submitting the bid.
- 1.2. Railway Administration shall not be responsible for any delay/ difficulties/ inaccessibility on e-tendering for a reason whatsoever. No claim on this account shall be entertained.
- 1.3. The Tenderer shall quote all prices only in Indian Currency.
- 1.4. Tender Papers are not transferable.
- 1.5. It will be imperative for each Tenderer to fully acquaint himself with all the local conditions & factors, which would have any effect on the performance of the Contract. No request for a change of price shall be entertained after the offer is accepted by the Railway. Hence to ensure the workability and reasonability of rates quoted, and should visit the premises in person.
- 1.6. Railways may deduct any taxes being levied by the Government from time to time or in force from time to time.

2. General Instructions to Licensee(s):

- 2.1. The Licensee shall keep the said Logistic hub open round the clock. He/She will have to provide a whole-time staff adequately for ensuring cleaning, watchman, and services at his own cost for rendering work, service as are normally required in connection with the parking/ logistic hub. He/She shall ensure proper parking of vehicles.
- 2.2. The Licensee will issue suitable tokens to the owners or persons in possession of the Vehicles (04 wheelers, truck, HMV etc) when the same are kept in the Licensee's custody and returned the same to the owners or persons in possession and when required on return of the respective tokens. In the event of loss of the said tokens by the owners or persons in possession of vehicles, the Licensee will return the same to the owners or

persons in possession on their executing in favour or the Licensee's bond indemnifying the Licensee from any loss for suffered by the Licensee for such return.

- 2.3. The Licensee can sell packed Food certified by FSSAI and beverages at par market rate or not more than MRP (List to be displayed).
- 2.4. The service vehicles belonging to CLW Admn, Other railway and Audit Department which may be kept any day under the Licensee custody will be exempted from payment of any charges.
- 2.5. The Licensee shall keep records of vehicles and shall produce on demand to administration.
- 2.6. The Licensee will be responsible to the owners of the vehicles or for any damage to the vehicles while the same is under the custody of the Licensee and in the event of any loss, theft, or damage to the vehicles the Licensee is bound to make good such loss or damage.
- 2.7. The Licensee shall make arrangements of suitable furniture in waiting room for the resting of owners and people who come with them. Proper food/beverages may be supplied at MRP as well.
- 2.8. The Licensee shall note that the schedule of work describes the basis of requirement to which the Licensee shall work but fact remains that every minor detail cannot be fully specified and omissions are likely to occur in the schedule. This however shall not be an excuse for non-completion of the work in every respect and in accordance with the prevailing healthy practice.

3. **GENERAL TERMS & CONDITIONS**:

- 3.1. The Licensee shall be bound to pay any cesses, rates, taxes and other charges or taxes in respect of the said premises, guidelines of which are provided by the Railway Board at any time during the tenure of Contract without any negotiation.
- 3.2. The Licensee shall produce details of the vehicles parked within the premises to the Administration at the end of each quarter.

3.3. Validity of Offer:

- 3.3.1. The offer shall be kept valid for acceptance for a minimum period of **60 calendar days** from the date of tender opening irrespective of the market fluctuations.
- 3.3.2. The submissions of any offer connected with the specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Railway for

rejection of his offer. The Railways shall always be at liberty to reject or accept any offer at his sole discretion, any such action will not be called into question, and the tenderer shall have no claim in that regard.

3.4. Earnest Money Deposit:

The Licensee shall be required to submit the Earnest Money deposit of Rs. 22,400/-(Rupees Twenty-two thousand four hundred only), i.e. 2% of the Reserve Price, with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender as per clause.

3.5. Performance Guarantee (PG):

In order to ensure uninterrupted performance by the Licensee throughout the period of the contract and as per conditions of the contract, a Performance Guarantee equivalent to 5% of the total value of the contract may be deposited, in the form of a Banker's cheque/ Demand Draft in favour FA&CAO/CLW/Chittaranjan, payable at Chittaranjan or in CLW's account mentioned below, by the successful bidder before signing of the agreement. This shall be released only after successful completion of the contract.

3.6. **Security Deposit:**

The Security Deposit at 5% of the total value of contract should be taken in the form of Banker's cheque/ Demand Draft in favour FA&CAO/CLW/Chittaranjan, payable at Chittaranjan or in CLW's account mentioned below after adjusting the EMD amount before signing the agreement within the stipulated time. This SD shall be released only after the completion of the contract duly ensuring that the Railway premise is handed over by the Licensee after proper cleaning and removal of debris with all Railway assets intact with a certification by the concerned supervisors and controlling officers.

Bank details of CLW/Chittaranjan:

Name of Beneficiary: Chittaranjan Locomotive Works

Bank name: **State Bank of India** CLW Account no.: **10919738724**

IFSC code: SBIN0000241

NOTE: Payment of PG and SD must be done separately within the stipulated time

<u>Forfeiture of Security Deposit and Performance Guarantee Deposit:</u>

In case the Licensee(s) makes/make any default in the payment of the rent, tax, or any other charges that may be due to the Administration, the Administration shall be at liberty to recover such rent or other dues from the said amount of security deposit, forfeit the balance if any as liquidated damage forthwith

determine the Licensee(s) and proceed to resume possession in a manner stipulated herein. In case of discontinuation of services by the licensee unilaterally or termination of contract by the Railway due to default on the part of licensee in terms of conditions of the contract agreement, the Administrator shall have the right to forfeit the amount deposited as Performance Guarantee and Security Deposit (Cash/FDR/DD/Bank Guarantee).

Refund of Security Deposit and Performance Guarantee:

- Refund of Performance Guarantee: The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- Refund of Security Deposit: SD will be released after the completion of warranty period (i.e. 03 months) and based on 'No Claim Certificate' from Contractor.
- No interest shall be payable upon the Performance Guarantee, Earnest Money and Security Deposit or amounts payable to the Licensee under the Contract.
- 3.7. **Electricity and water:** Necessary electricity and water as required will be provided by this administration without any cost.

3.8. Other Instructions:

- 3.8.1. If a Licensee expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender as canceled. If a Partner of the firm expires after submission of their tender or after acceptance of their tender the Railway shall deem such Tender as cancelled unless the Firm retains its character.
- 3.8.2. The Licensee(s) shall not erect or cause to be erected on the said land or on any part thereof any buildings or structures of a permanent or a quasi-permanent nature.
- 3.8.3. The Licensee(s) may lay, erect and retain upon the said land structures of purely temporary character only subject to such rules, regulations and bylaws, as may from time to time be made by or on behalf of the Administration or by or on behalf of any local authority in relating hereto and subject to the conditions hereinafter mentioned and shall have to provide at his/their own expenses all the facilities like stands, shelter, enclosures, and other facilities on the said land and premises, and/shall be responsible for keep proper maintenance of fence boundary wall and surface provided by Railways during the continuance of License hereby granted.

- 3.8.4. The Licensee(s) shall before proceeding to erect any structure or structures in pursuance of above clause hereof give a notice in writing thereof to the Divisional Engineer of the Railway of the Division concerned specifying the purposes sites of this temporary structure or structures intended to be erected and shall furnish him with the detailed plan, elevation and specification of such structure structures and the Licensee(s) shall structure/structures save on such site and in accordance with such plan, elevation and specification thereof as shall be first approved by the Divisional Engineer concerned of the Railway.
- 3.8.5. The said temporary structure or structures shall vest in and shall become the property or properties of the Administration and shall be under their sole control and the Licensee(s) shall have no right or interest in or claim to the said land or structures (hereinafter called collectively the said premises) whatsoever subject to the provisions of Clause II thereof.
 - 3.8.5.1. The Licensee(s) shall use the said premises solely and only for the purpose as aforesaid for which it is licensed and shall not occupy land beyond what is described above, except with express permission in writing of the Divisional Railway Manager concerned.
 - 3.8.5.2. The Administration shall at all times be at liberty to carry out any changes, repairs, renewals, additions or alterations to any of their structure or structures. In case, for the above purpose it becomes necessary to dismantle either the whole or any part of the temporary structure/structures erected by the Licensee(s) on the said land, the Licensee(s) shall bear the entire cost. If any work is done by the Administration to the temporary structure/ structures as aforesaid, the cost thereof shall be increased by the usual supervision charges and shall be paid by the Licensee(s) to the Administration immediately on demand. The Licensee(s) shall also reimburse the Administration for any losses or damages caused to the property of the Administration by the erection and or presence of the temporary structure or structures referred to above.
- 3.8.6. In the event of the death of the Licensee (Individual/Proprietor) during the contract period, the **legal heirs** of the deceased namely wife, son, daughter, widow dependent daughter-in-law may be allowed to continue the unexpired portion of the contract purely at the discretion and permission of the Railway Administration on the production of legal heirs certificate subject to fulfilling the terms and conditions stipulated in the agreement.

- 3.8.7. The agreement shall at all times be open to revision and amendment by the Railway Administration after giving one month's notice in writing of such revision or amendment at the end of which any revision or amendment shall take effect unless the Licensee has objected thereto in writing within 15 days after the receipt of the said notice.
- 4. Cleanliness of premises: The Licensee(s) shall always keep the plot of land in a clean and sanitary condition and shall remove all waste or unsaleable properties or whatever other materials or refuse there may be from the said plot of land and vehicles stand and on his/their failing to do so, the Administration may after giving twenty-four-hour notice forthwith remove the same at the expense of the Licensee(s) and disposes of the same in such manner as the Administration, may in their absolute discretion think fit and such expenses shall be paid on demand by the Licensee(s) to the Administration.

5. <u>Arbitration And Reconciliation:</u>

- 5.1. Any dispute with regard to the difference or claim arising out of this agreement shall be referred to a sole arbitrator who shall be appointed by the General Manager, Chittaranjan Locomotive Works/ Chittaranjan. The arbitrator to be appointed shall not be the one who had an opportunity to deal with the matter to which the contract relates. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the General Manager, Chittaranjan Locomotive Works/ Chittaranjan, including the in-charge General Manager, to appoint another arbitrator in his place. The venue of all arbitration proceedings shall be Chittaranjan.
- 5.2. The existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by parties of their respective obligations pursuant to this agreement. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money, for any period till the date on which the award is made. The provisions of Arbitration and Conciliation Act 1996 read with Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to the arbitration proceedings."

6. Force Majeure:

6.1. If any time, during the contractual period, the performance in whole or in part by either party of the obligation under the agreement is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, quarantine restrictions, strikes, lockouts or acts of God, or such eventualities which are beyond the control of the party, hereinafter referred as events and provided notice of happenings of any such eventuality is given by either

party to other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance and deliveries under the contract shall be resumed as soon as practicable after such events as they come to an end or ceased to exist.

- 6.2. Safety aspects in work places have to be followed as per relevant standards & codes. Any accident or damage to death, injury will be treated as negligence & it is purely the responsibility of the Licensee. The administration will not be responsible for any accidents or damages to death, injury. Safety of all the staff under contract is the sole responsibility of the Licensee, if Railway suffers for violation/ non compliance of any law by the Licensee, CLW shall be entitled to deduct the same amount from the bills/ SD and take any legal action.
- 6.3. The administration will not be responsible for death, accident or injury to the Licensee's employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Licensee shall at all times indemnify and keep the administration indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipments etc. is attributable to the Licensee or his workmen, such damages shall be made good by the Licensee or his workmen, such damages shall be made good by the Licensee.

SCHEDULE OF WORKS:

Logistic Hub is largely a parking space aided with basic amenities as detailed below:

SI No.	Location	Amenities	Area	Approx stay in a years
1	01 Logistic Hub	Waiting room Area	8 m X 6m,	3060 nos.*
	(Parking space) near Time office Gate, Chittaranjan	Verandah Area	8 m X 1.8m	
		Lavatory area	Latrine -02 nos. Bathroom -02 nos.	
		Parking area	53m X 39m,	

N.B.:

- The Administration does not guarantee the Nos. of vehicles (04 wheeler, Trucks, HMV etc) will be kept in the stands on a particular day.
- * The quantities shown in above Schedule are indicative only and are as a guide to give the Licensee(s) an idea of the quantum of work involved.

(This form should be filled and signed by bank official in which Licensee has their current account and scanned copy should be uploaded with other required documents)

Firm's Contact & Bank Details

	(The following details are required for NEFT Payment)					
1.	Licensee's/ Firm's Name:					
2.	Licensee's/ Firm's Address:					
3.	Bank Account Number:					
4.	Type of Account (Saving/Current):					
5.	Name of Bank:					
6.	Full Address of Branch:					
7.	Branch Code No:					
8.	IFSC Code /RTGS Code:					
9.	PAN Card No:					
10.	Address for Correspondence:					
11.	IREPS ID:					

(Licensee Seal and sign)	(Supervisor)
Name:	Name:
Mobile No:	Mobile No:
E-mail Id:	E-mail Id:

IDENTITY CARD

(This Identity Card is valid only in premises of Chittaranjan Locomotive Works, Chittaranjan)

Identity Card No.:Date of Issue:	
Contract Agreement No.:	Space for
Name of the Licensee:	
Address	
Particulars of Employee:	
1. Name of the Employee:	
2. Date of birth/ Age:	
3. Personal Identification marks:	
4. Permanent Address:	
5. Aadhar card/ PAN card/ Driving License	
or any other I-CardNo.:	
6. Valid upto:	
(SIGNATURE OF Licensee)	(SIGNATURE/ THUMB MPRESSION of Employee)
The person who signed the original Tender document or authorized by him	Signature of Rly representative (withStamp)
(with Stamp)	

LIST OF WORKS ON HAND WITH THE Licensee

SI No.	Name of Work	Agreeme nt No & Date	Designation and address of agreement signing authority	Agreement value in Rs.	License Fee paid so far in Rs.	Due date of Comple tion	Number of extensi ons taken

SIGNATURE	OF THE	Licopooo
SIGNATURE		Ticensee

NAME OF THE Licensee

POLICE VERIFICATION

Particulars of Employee:

- 1 Full Name with Aliases:
- 2 Parent's Names:
- 3 Nationality:
- 4 Present Address in full with police station & District:
- 5 Period of Residence:
- 6 Home/Permanent Address in full with police station & District:
- 7 Addresses with police stations & Districts where the applicant has resided continuously for more than 06 months in the past 05 years:
- 8 Aadhaar Number*:
- 9 The applicant has been involved in a criminal case as accused(Yes/No), If Yes, then details:
- The applicant has been arrested in connection with a criminal Case(Yes/No), If Yes, then details:
- 11 The applicant has been convicted for a criminal offence (Yes/No), If Yes, then details

*Optional

Declaration (By Applicant): I certify the above information is correct and complete to the best of my knowledge and belief.

Counter signed by:		Signature of Applicant	
		Date	Place
Licensee/ Supervisor Date	Place		

Police Certificate: The details as stated above are correct and the above person does not have any criminal case registered or pending against him in any court of law as per official records available. Counter Signature of Authorized Signatory with Stamp.

Photo of Applicant signed by Licensee

SAMPLE FORMAT FOR FINANCIAL DATA

NAME OF BIDDER:

Annual Contractual Turnover Data for the Previous 3/4 years (Contractual Payment only)			
years	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average annual Contractual turn over the last 3 years			

- The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case balance sheet of the previous years is yet to be prepared/audited, the audited balance sheet of the fourth previous years shall be considered for calculating average annual contractual turnover.
- 2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
- 3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/note since Auditor's reports.

(Signature of Chartered Accountant
Name of CA:
Registration No:
(Seal)