



5322/ഡി/2014/കെ.എസ്.എച്ച്.ഒ

10/08/2017

പ്രേഷകൻ

പ്രോഗ്രാം ഓഫീസർ (എം ഇ)
കുടുംബശ്രീ

സ്വീകർത്താവ്

ജില്ലാമിഷൻ കോ-ഓർഡിനേറ്റർ
തിരുവനന്തപുരം/കൊല്ലം/പത്തനംതിട്ട/ആലപ്പുഴ/
കോട്ടയം/എറണാകുളം/തൃശ്ശൂർ

സർ,

വിഷയം:- കുടുംബശ്രീ - റെയിൽവേ ഡിവിഷണൽ ഓഫീസ്
കോംപ്ലക്സിൽ ഓണത്തോടനുബന്ധിച്ച്
വിപണനത്തിനുള്ള താല്ക്കാലിക കിയോസ്കോ സ്റ്റാളോ
സ്ഥാപിക്കുന്നത് - സംബന്ധിച്ച്

ഓണത്തോടനുബന്ധിച്ച് റെയിൽവേ ഡിവിഷണൽ ഓഫീസ്
കോംപ്ലക്സിൽ വിപണനത്തിനുള്ള താല്ക്കാലിക കിയോസ്കോ സ്റ്റാളോ
സ്ഥാപിക്കുന്നതിന് റെയിൽവേ ക്വട്ടേഷൻ വിളിച്ചിട്ടുണ്ട്. ആയതിന്റെ ഫോർമാറ്റ്
ഇതോടൊപ്പം ചേർക്കുന്നു. 10,000/- രൂപയുടെ ഡിഡിയും പൂരിപ്പിച്ച ക്വട്ടേഷനും
അനുബന്ധമായി ചേർത്തിട്ടുള്ള വിശദാംശങ്ങൾ പ്രകാരം 14/08/2017 ന്
മുമ്പായി റെയിൽവേ ട്രിവാൻഡ്രം റെയിൽവേ ഡിവിഷണൽ ഓഫീസിൽ
എത്തിക്കേണ്ടതാണ്. ഇതു സംബന്ധിച്ച കൂടുതൽ വിവരങ്ങൾക്കായി
താങ്കളുടെ ജില്ലയിലെ റെയിൽവേ ഉദ്യോഗസ്ഥനെ ബന്ധപ്പെടേണ്ടതാണ്.

വിശ്വസ്തതയോടെ,

പ്രോഗ്രാം ഓഫീസർ (എം ഇ)
കുടുംബശ്രീ

SOUTHERN RAILWAY
TRIVANDRUM DIVISION

QUOTATION NOTICE No.V/C.Pub.5/Quotation/NFR/1/17 dt, 5.8.17.

Sealed quotations are invited from reputed individuals, firms, societies, NGOs, Companies for setting up of temporary kiosk/stalls in the premises of Trivandrum Central (main & 2nd Entry), Chengannur, Kottayam, Ernakulam Jn and Ernakulam Town Railway stations for exhibition cum sales for short period of minimum 10 days and maximum 30 days.

Scope of the work: To create value and revenue for identified unutilized Railway space by permitting to set up pleasing and aesthetic kiosks or stalls of roughly 10x6 feet size in major stations to exhibit and sell products at market rates of items such as handicrafts, flowers, traditional & other clothes, electronic items, crockery items, decorative items etc and setting up of studio, to passengers and persons. No items normally available at railway station platform stalls/shops such as catering items will be permitted. The decision of Railway will be final in this regard. Cleanliness of the area to be ensured always. Dust bins to be set up and evacuated before filling outside the premises. No hawking and loudspeakers to disturb the peaceful nature of the station will be permitted. The direction of the SMR to be followed. Light and other electrical requirements/ to be met by the licensee. They may arrange their own supply such generator or apply for electricity supply from Railways by paying due charges as per terms and conditions. Reputed individuals, firms, societies, NGOs, Companies etc will be permitted to bid.

Duration:- the period will be from Aug-16th onwards to maximum 30 days.

Terms and conditions governing the work are enclosed along with the form. The applicants shall sign all the pages containing the terms and conditions governing the license in token of having understood it and shall submit the same along with the quotation form. The Railways reserves the right to accept any quotation or reject all quotations.

The tentative location and stations are indicated in Annexure.

Railway may vary the space so as not to disturb the Railway customers.

If more bidders are available, the priority of space allotment will be given to the highest bidders in sequence.

Security Deposit:- A lumpsum of 10,000/- should be submitted along with the quotation form. The SD may be submitted in the form of DD drawn in favour of Senior Divisional Finance Manager, Southern Railway, Trivandrum.

SCHEDULE:

- Issue of quotation forms from. **7-8-17.**
- Time and date of submission of quotations from 10.00 hrs to 14.00 hrs of **14/8/17.**
- Time and date of opening of quotation at 14.30 hrs of **14/8/17.**

Forms can be purchased from the office of the undersigned on any working day between 10.00 hrs & 17.00 hrs, and up to 10.00hrs on the last date. Forms can be downloaded from the website www.sr.indianrailways.gov.in. Quotations shall be submitted to the office of the Divisional Commercial Manager, Southern Railway, Trivandrum on or before 14.00 hrs. on **14-8-17**. In the event of the last date of receipt of tender declared a holiday, the quotation will be received and opened on the next working day. Detailed terms and conditions are available in the quotation form. **Separate forms should be used for each station.**

Divisional Railway Manager (Commercial)
Trivandrum

SOUTHERN RAILWAY
TRIVANDRUM DIVISION

Quotation for setting up of temporary kiosk/stalls in the notified location of selected Railway stations temporarily for a period of 10 days to 30 days on the occasion of ONAM.

From

Full Name (In Block Letters):

Address (Office):

Address (Residence):

.....

.....

.....

.....

.....

Pin:

Pin:

Phone No with STD Code:

Phone No with STD Code:

Mob:

To

The President of India
through
The Divisional Railway Manager (Commercial),
Southern Railway, Trivandrum Division, Pin 695 014.

Sir,

Sub: Quotation for awarding temporary contract for setting up of kiosk/stalls for exhibition cum sales of prescribed items at _____ Railway station for a period of _____ days(minimum 10 days to maximum 30 days)

1. I/We have read and understood the General Conditions of the contract and the terms and conditions of the proposed agreement to be signed by me/us in the event of my/our quotation being accepted, I/We accept to abide by them.
2. Subject to the conditions given in the general & special conditions of quotation I/We tender to the President, Union of India owning Southern Railway and in the premises represented by you for contract for the setting up of temporary kiosk/stalls at _____ Railway Station for the prescribed period on payment to the Railway Administration the license fee as specified hereunder.
3. Amount of license fee which I/we agree to pay to the Railway Administration for the following displays are submitted in the enclosed annexure I
4. The Security Deposit Rs. 10,000/- is submitted by DD No _____ Dt _____ drawn from _____ Bank
5. I/We agree, I/We will not withdraw the offer before the Railway Administration (hereinafter known as Administration) accepts or rejects the same. In the event of my/our withdrawing the same, the Security Deposit submitted here with shall be liable to be forfeited to the Administration. Should my/our quotation be accepted, I/we promise to sign an Agreement as per the presently submitted documents and take up the contract within the time limit stipulated in the letter of awarding the contract.

Signature of the bidder

6. In the event of failure on my/our part to take up the contract within the stipulated time or failure to comply with any other requirement as mentioned in the general / special conditions of the tender, the SD Rs. 10,000/- shall be forfeited and appropriated by the Administration not as a penalty but as ascertained liquidated damage without prejudice to any right of the Administration to claim damages from me/us for breach of contract.
7. I/We enclosed the following proof of documents.
 - a) Quotation form duly signed in all pages.
 - b) Attested copy of Aadhar Card/ pan card.
 - c) Conduct certificate from a gazetted officer.
 - d) Establishment or organisation details if any.
 - e) DD for Rs. 10000/- as SD.

Yours faithfully,

(Signature)

Signature of the Bidder

GENERAL CONDITIONS:

1. All quotations must be addressed to the Divisional Railway Manager (Commercial), Southern Railway, Trivandrum Division and they must reach the Divisional Railway Manager (Commercial), Southern Railway, Trivandrum not later than 12.00hrs on **14-8-17** in a sealed cover duly superscribed **QUOTATION FOR SETTINGUP OF TEMPORARY KIOSK/STALL AT _____ Railway station for a period of one MONTH.**
2. Security Deposit for Rs. 10000/- should be submitted along with the quotation form. It may be submitted in the form of DD drawn in favour of Senior Divisional Finance Manager, Southern Railway, Trivandrum. No interest will be payable by the Railways on the SD. Quotations without or with less SD will be summarily rejected.
3. After the successful completion of the contract, to the satisfaction of the Administration the Security Deposit shall be refunded to the Contractor after adjusting dues, if any, within a reasonable time subject to the following:
 - a. Payments of all amounts due to the Railways in full.
 - b. Removal of all materials within **2 days** of the expiry of the contract period and Submission of a certificate of the Station/Depot Manager of the station/Depot concerned to that extent.
 - c. Submission of a "No claim certificate" to the extent that the contractor has no amounts due to him/her from the Railways other than the Security Deposit and the premises of the station where the stall/kiosk was set up is removed without any damages to the railway and no residual are there.
4. The security deposit referred above shall be forfeited in the event of not taking up the contract if awarded.
5. The license fee quoted and SD shall be payable in full to the Administration in advance within **TWO** days from the date of issue of Letter of Acceptance.
6. The License fees may be remitted in the form of Demand Draft drawn in favour of Finance Advisor & Chief Accounts Officer, Southern Railway or cash remitted with the Cash Office and submit the original receipt for the same.
7. The intending bidder is advised to study the tender papers carefully and may visit the stations indicated. Any submission of a quotation by the bidder shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof.
8. The period of contract shall be for the period from 10 days minimum and upto a maximum period of 30 days to serve the special requirements of Onam. The successful bidder may setup the kiosk/stall immediately after remitting the license fee and SD.
9. **Electrical connection** : Light and other electrical requirements/ to be met by the licensee. They may arrange their own supply such generator or apply for electricity supply from Railways by paying due charges as per terms and conditions.
10. In the event of not complying any of the conditions stipulated by the licensee to the satisfaction of the Administration, the Administration shall have the right to terminate the contract and take any action deemed fit including forfeiture of all amounts paid in advance without prejudice to its right to claim damages from the successful bidder.
11. **Scope of the work:** To create value and revenue for identified unutilized Railway space by permitting to set up pleasing and aesthetic kiosks or stalls of roughly 10x6 feet size in major stations to exhibit and sell products at market rates. Items such as handicrafts, flowers, traditional & other clothes, electronic items, crockery items, decorative items, setting up of studio or other entertainment or amusement items etc, will be permitted at the discretion of Railway administration. **No items normally available at railway station platform stalls/shops such as catering and miscellaneous items will be permitted.** The decision of Railway will be final in this regard. Cleanliness of the area is to be ensured always. Dust bins to be set up and evacuated before filling outside the premises. No loudspeakers or hawking to disturb the peaceful nature of the station will be permitted. The direction of the SMR/DYSMR in this regard is to be followed. Railway will help in announcing the availability of the facility for the information only of the passengers. Light and other electrical requirements to be met by the licensee. They may arrange their own supply such as generator or apply for electricity supply from Railways by paying due charges as per existing terms and conditions. The application is to be given to Railways within two days of awarding of contract, the work should commence within 5 days of the awarding letter issue. For speeding up the process simultaneously information will be given through mobile and e mail. Reputed individuals, firms, societies, NGOs, Companies etc will be permitted to bid.

Signature of the Bidder

12. **Authority for acceptance:** The authority for the acceptance of the quotation will rest with the Senior Divisional Commercial Manager, on behalf of President of India, who shall not be bound to accept the highest or any quotation or to assign any reason for non-acceptance or rejection of any tender. The Administration reserves the right to accept any quotation in respect of the whole or any portion of the work specified in the quotation paper or to reduce the work or to accept any quotation for less than the tendered area without assigning any reason whatsoever. More offers or less offers than the notified one and area can be adjustable with proportionate license fee.
13. **Staff management:** Name and copy of ID (Aadhar) of the staff deputed to man the kiosk/stall should be submitted before their deployment.
14. **Tax:** All taxes to be paid such as service tax, advertisement tax, GST etc may be paid by the successful bidder directly and submit records of such payment or remit it to railways before the end of the contract period.
15. **Agreement:** The successful bidder/s shall be required to execute an agreement on non-judicial stamp paper of due value in duplicate with the President acting through the Senior Divisional Commercial Manager, Trivandrum Divisional Railway Manager's Office, Trivandrum.
16. **Indemnity:** The licensee shall keep the Railway Administration indemnified and completely absolved of any risk damage or loss, however caused due to any kind of disturbances to their Property or to customers or bystanders or their personnel under employment or otherwise engaged by them in discharge of their duties connected with the work including claims under the Employee's Compensation Act, Contract Labour (Regulation & abolition) Act, Contract Labour (Regulation & abolition) Central Rules etc. Minimum Wages Act and the provision of Payment of Wages Act in force etc. will be complied with by the licensee. The licensee should indemnify the Railway Administration towards any compensation or orders or award under the Consumer Protection Act.
17. **Approval for exhibition/sale and Restriction:**
The licensee shall take prior approval from the Senior Divisional Commercial Manager for the items to be exhibit/sale. No items normally available at railway station platform stalls/shops such as catering and miscellaneous items will be permitted. The approval of the same will be based on the prevailing rules from time to time.
18. In the event of death of licensee or death of one or more partners in case of partnership firms, the Administration's decision on the continuing of contract by the legal heir/survivor for the unexpired period of contract, purely at the discretion and permission of the Administration on production of legal heir certificate subject to fulfillment of all the terms and conditions of the contract.
19. Until a formal agreement is prepared and executed, the letter of acceptance and this tender shall constitute a binding contract between the successful bidder and the Administration subject to modification as may be mutually agreed to as indicated in the letter of acceptance.
20. Based on the extant rules/orders, issued by Railway Board from time to time, the agreement shall at all times be open to any addition/alteration/change/modification /revision/review/extension/ amendment with regard to any/all the clauses of the tender/agreement and such modifications shall be binding on both the parties to the contract by executing necessary rider agreements to incorporate the modification/alteration/amendments etc.
21. **Compensation or Refund:**
 - a. If for any reason the Administration is not able to honor the whole/part of contract and considers it necessary to cancel the whole contract or to reduce the scope of the tender on Railway account, no compensation will be payable for such cancellation or reduction, except refund of the proportionate amount of license fee due to the contract, without any interest. No appeal against this decision will be entertained.
 - b. The Administration shall not be responsible for any loss or damage caused to the contractor due to total or partial discontinuance of the contract under the agreement for any reasons whatsoever. The licensee shall secure business for sale/exhibition on his own and shall not claim compensation in case of inadequate patronage.
22. **Termination of contract:** The Administration / Competent Authority of the Administration shall terminate the contract for any breach of conditions without assigning any reason/reasons at any time by giving notice of not less than 7 days.
23. **Penalty:** Any serious confirmed complaints will be met with penalty of not less than Rs.2000/-. On serious and continued complaints of nuisance after initial warning the contract will be terminated and SD will be forfeited apart from imposition of penalty. This will be done based on the report of station manager/Dy Station Manager/Chief Commercial Inspector of the stations concerned.
24. Inspection will be done by Railway officials to check any irregularities.
25. The standard size of the stall expected is 60 sqft. The party can opt for more space with proportionate charge. If should be paid in advance for a maximum of 30 days and minimum of 10

Signature of the Bidder

days. No extra space than the allotted space should be occupied. If such case is reported penalty as mentioned earlier will be imposed.

(the offerer may contact mob.No. 9746769958, for any clarification or through email id srdcm@tvc.railnet.gov.in)

SPECIAL CONDITIONS

1. The contract will be awarded for a period of minimum 10 days and maximum 30 days on the special occasion of Onam.
2. The successful bidder will be authorized to utilize only the areas offered in the quotation.
3. The successful bidder shall provide all material at their own cost. No permanent structure is permitted. The party should provide make shift structures.
5. The successful bidder can display banners and flex boards of limited numbers for publicizing the scheme, in front of stall/kiosk, about the availability of the items.
4. The licensee should provide aesthetic and pleasing structures for the stall/kiosk for a better look and enhance the getup of the station premises.
6. The display plan and proposed items for sale in the proposed site should have the clearance from Sr. Divisional Commercial Manager, Trivandrum or any other official authorized by him. Railway reserves the right to disallow items or publicity which, in the opinion of Railway, have a bearing on safety, aesthetics, security, synchronicity with existing/blocked sites an anything which violates the laid down Railway procedure/norms. The available items in the existing railway stalls will not be permitted.
7. If at any time during the currency of the contract any space rented out for stall/kiosk is required by Railway to meet its own requirements, then Railway Administration shall provide alternative space in the station premises itself equivalent to the space / area taken over. The decision of the Railway Administration will be final and binding on the successful bidder in regard to space required to meet Railway's own needs and allotment of alternative space to the agency.
8. Railway Administration reserves the right to ask the contractor to remove or shift the stall/kiosk from any location without any notice if it is so required and such shifting will have to be done by the agency at its own cost and no compensation will be payable to the agency.
9. All materials provided by the licensee under this contract should be removed with effect from the date of termination of contract due to any reason. All advertisement structure, frame and other structural materials etc. should also be removed by the contractor from Railway premises immediately. However, 2 days time will be allowed for keeping the materials in the railway premises at a convenient place, if available, on collection of storage charges to be decided by the railway administration from time to time. After the expiry of this time limit, all the materials will be the property of railway and disposed off as deemed fit by the railway administration and the licensee shall not have any claim on it. No dues certificate will be issued by the station authority only after ensuring this.

Declaration for tenderers who use quotation forms downloaded from website

I/We have downloaded the tender form from the internet site www.sr.indianrailways.gov.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full security deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Bidder:

Signature of the Bidder

Annexure-1

QUOTATION

QUOTATION FOR SETTING UP OF TEMPORARY KIOSK/STALL AT _____ STATION
FOR A PERIOD OF _____ DAYS.

I/We agree to pay an amount of Rs. _____/- (Rupees _____
_____ only) for _____ (days) for license fee
@ rate of _____ per one stall of approximate size 60 sqft at _____ (location)
for _____ number of days.

(I may require Extra space than the quoted space with proportionate license fee tick YES or NO)

Note: 1. For additional locations and stations separate quotation forms with SD to be used.

2. Minimum period is 10 days and maximum period 30 days

Name and Signature

Signature of the bidder

ANNEXURE-2

LIST OF STATIONS WHERE THE SCHEME IS OFFERED

Sl No.	Station	No. of stalls	Tentative location
1	Trivandrum (main entry)	3	Near Pre-paid counter
2	Trivandrum (2 nd entry)	3	Circulating area
3	Chengannur	2	Pilgrim shed near SMR's Room
4	Kottayam	2	Pilgrim shed
5	Ernakulam Jn.	5	Old Parcel Office
6	Ernakulam Town	5	Old Booking Office

Signature of the bidder