

Government of India (Bharat Sarkar)
Ministry of Railways(Rail Mantralaya)
(Railway Board)

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No.2009/Stny./25.

New Delhi – 110 001 Dated /04/2010

Tender Inquiry No. 2009/Stny./25

Due Date & Time: 25/05/2010 by 1500 Hrs.

Date & Time of Opening Tender: 25 /05/2010 at 1530 Hrs.

Sub: Open Tender for supply of Coolies.

On behalf of the President of India acting through the Secretary, Railway Board, Ministry of Railways, Rail Bhavan, New Delhi – 110 001, Sealed Tenders are invited from reputed firms for supply of Coolies. in this Ministry as per details given in **Annexure-III**:

2. **Tenure of Contract**: Period of Rate Contract for supply of the Coolie given in **Annexure-III** shall be for a period of one year with effect from the date of award of Contract.
3. Bids should be submitted in sealed covers. The envelope containing the bid should also consist of the following documents:
 - i) Bid Form may be collected from Room No.139, Stationery Branch, Rail Bhavan, New Delhi – 110 001, or downloaded from **Annexure-I** of Railway Board tender enquiry floated on Indian Railway's official website <http://www.indianrailways.gov.in>;
 - ii) Proof that the firm is supplying Coolie to various Government Departments, PSUs or reputed Business Organisations. Firms should have their own working office in Delhi/NCR area .
 - iii) Copies of audited Profit & Loss Account along with Balance Sheet for the last financial year i.e. 2008-09 duly certified by the Chartered Accountant indicating the turnover of at least Rupees **One Crore per annum**.
 - iv) A Demand Draft/Pay Order of Rs.500/- in favour of Secretary, Railway Board, payable at New Delhi, as cost of Bid Form (non-refundable) in case Bid Form has not been purchased from this Ministry. Such bids received without DD/Pay Order as cost of Bid Form shall be summarily rejected.
 - v) Bid Security (EMD) of Rs. 2 lakh/- (Rupees two lakhs only) by way of DD/PO issued by any Commercial Bank or FDR issued by any Nationalized Bank, in favour of Secretary, Railway Board, payable at New Delhi. If a bidder is selected, the Bid Security (EMD) shall be refunded to the successful bidder. However, the successful bidder shall have to deposit a Performance Security to ensure successful completion of the contract. The amount deposited by unsuccessful bidders shall be refunded within a period of 45 days from the date of opening of Bids. No interest shall be payable by this Ministry on the Bid Security(EMD)/Performance Security;
 - vi) Copy of this Tender Document duly signed with Seal of the Bidder in token of acceptance of the terms and conditions;
 - vii) Copy of CST/VAT Registration Certificate and PAN Number allotted by respective authorities;
 - viii) Documentary evidence about legal entity of the Bidder and the authorized person who would interact with Ministry of Railways must be enclosed;

ix) Check List (**Annexure-II**) duly filled and signed by the authorized signatory of the Bidder.

4. The envelope containing the bid should also be superscribed as under:

“Open tender for supply of Coolies”

5. The Bids must be dropped in the Tender Box kept in Room No.139 at the above-stated address on or before the due date, i.e. **25-05-2010** by 1500 Hrs. The Bids received after due date and time are liable to be summarily rejected. In the event of due date being declared a Holiday for Central Government Offices, the date for submission of the bids will be on the following working day at appointed time and venue. The bids shall be opened on the same day at 1530 Hrs. in the presence of representatives of the Bidders, if any.

6. The rates should be quoted in Indian Rupees. Tenderers should compulsorily quote ESI and EPF registration numbers allotted to them and attach self attested copies of Certificates thereof in the tender document for applying against this notice. The contractor or his authorized representative will have to attend this office on every working day between 4 and 5 P.M. for collection of demands for supply of coolies from the Section Officer, Stationery Branch of this office in R.No.139, Rail Bhavan, New Delhi. The contractor shall have to arrange for the coolies as demanded and such coolies should report at the appointed hour day positively. If he fails to do so, this office will be free to arrange the required number of coolies from open market at any rate and the contractor will have to pay wages to them at those rates. In case of coolies supplied by Contractor, the Contractor shall pay the prevalent minimum wages (Rs.203/- at present) or any other minimum wages fixed by the Government under minimum wages Act, 1948 from time to time with the prevalent minimum wages. Where as the minimum wages per coolie is subject to change as per revisions made by the Government from time to time, no demand for increase in rates quoted over and above the minimum will be entertained during the currency of contract period.

7. The Ministry reserves the right to accept taking into account all logistic, placement infrastructure, and viability of the bidder in the allotment of the contract or reject any bid or cancel the tender proceeding without assigning any reason whatsoever. In the event of emergence of confusing, unreasonable/unworkable rates, this Ministry will be at liberty to take any suitable decision as deemed fit and necessary in the award of this contract in public interest.

8. Soliciting in any manner by the bidder, either directly or indirectly, with the authority with whom the bid has been submitted, will render the tender of the bidder void.

9. Bid Security is liable for forfeiture and bid liable to be rejected if the tenderer makes a breach of Agreement during the validity of the Agreement.

10. **Performance Security:** The successful bidder shall deposit Performance Security of Rs. 10.00 lakh/- (Rupees Ten lakh only) by way of DD/PO issued by any Commercial Bank or FDR issued by any Nationalized Bank, in favour of Secretary, Railway Board, payable at New Delhi within 15 days of the issue of Acceptance of Bid letter by this Ministry. In the event of breach of Agreement by the successful bidder in any manner under the Agreement, the Performance Security deposited by the successful bidder is liable to be forfeited.

11. All disputes are subject to the jurisdiction of Courts in the NCR of Delhi and the Agreement shall be governed by the law of the land.

12. **Arbitration:** In the event of any dispute or disagreement with respect to this Agreement or over the interpretation of and of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the Sole Arbitrator to be nominated by mutual consent of both parties, therein. The intending party shall serve notice in writing upon the other party notifying its intention for appointment of the Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 will apply.

The arbitration proceeding will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.

(P.S. Meena)
Deputy Secretary (G),
Railway Board.

Annexure-I

BID FORM

1. Tender No. 2009/Stny./25 : Due Date 25/05/2010
2. Name and Address of the Bidding Firm : _____

3. Name and Designation of the person signing the Bid : _____
4. Mobile/Land Line Telephone Number : _____
5. Earnest Money Deposit Details : _____
6. CST/VAT Registration Certificate No. (Self Attested Copy enclosed) : _____
7. PAN Number (Self Attested Copy enclosed) : _____
8. Annual Turnover of the last financial year(2008-09) : _____
(Copies of Profit & Loss A/c and Balance Sheet, duly Audited by Chartered Accountant enclosed)
9. Proof of supplying Coolies to Govt : _____
Departments, PSUs and reputed business organizations.
10. Copies of ESI/EPF Registration Ceritficates issued in : _____
the name of the tenderer bearing Registration Nos.
11. Terms and Conditions of Contract mentioned in : _____
in the Invitation of Bid are ACCEPTABLE / NOT ACCEPTABLE.
12. Deviation in Terms and Conditions/Specifications : _____
(If any)
13. Capacity in which, Bid is signed by the Bidder : _____
(Proprietor/Partner/Director)

Signature and seal of the Bidder : _____
Name in Block Letters : _____
Place: _____ Date : _____

CHECK LIST

Bidders must check whether documents have been enclosed in the cover and bid fulfills the following:

1.	Documentary evidence indicating that you are located in Delhi Area?	Yes/ No	
2.	Bid Form (as per annexure-I)	Yes/ No	
3.	Proof of supplying Coolie in Govt. Departments, PSUs and reputed business or ganisations	Yes/ No	
4.	Copies of audited profit and loss account along with balance sheet for the last financial year 2008-09 indicating a turnover of at least Rs. One Crore per annum.	Yes/ No	
5.	Bid Security (EMD) of Rs. 2 lakh in the form of DD/PO issued by any commercial bank or FDR issued by any Nationalised Bank in favour of 'Secretary, Railway Board', payable at New Delhi.	Yes/ No	
6.	Copy of this tender document duly signed with seal of the bidder in token of acceptance of the terms and conditions.	Yes/ No	
7.	Copy of CST/VAT Registration Certificate and PAN number allotted by concerned authorities.	Yes/ No	
8.	Copies of ESI/EPF registration Certificaties issued in the name of the tenderer bearing Registration Nos. etc.		
9.	A Demand Draft/ Pay order of Rs. 500/- in favour of "Secretary, Railway Board" payable at New Delhi, as a cost of bid document (non-refundable) in case the Bid Document has not been purchased from the Purchaser.	Yes/ No	
10.	Documentary evidence about legal entity of the bidder	Yes/ No	
11.	Whether the quotation is strictly as per tendered specification/ conditions?	Yes/ No.	
12.	Have you signed all pages of quotations, documents, specifications, etc. forwarded with the quotation?	Yes/ No.	

Annexure-III

Description of work:-

Supply of coolie(s) per day from 9.00 AM to 5.30 PM or between the working hours prescribed by the Government of India from time to time with half an hour lunch break.

S.No.	Details	Estimated Rates	Quoted Rates
1.	Rate per coolie per day under Minimum Wages Act-1948 (w.e.f.01.02.2010)	203.00	
2.	Over time charges for one hour beyond above prescribed hours.	18.00	
3.	Charges per coolie if required to work till late hours in the night as during Budget/Parliament session over and above overtime.	90.00	

Note: Contractor service charge/profit per coolie per day given in percentage.

Signature

Name & Stamps of Contractor

Date: