

**EASTERN RAILWAY
(HOWRAH DIVISIN)
(ENGINEERING DEPARTMENT)**

TENDER DOCUMENT

OF

TENDER NOTICE NO.: (Fishing) of 23-24

DATE OF OPENING: - 28/07/2023

NAME OF WORK: - License of fishing right in Railway tanks, cutting and borrow pits in Howrah Division for 5 Years.

Cost of Tender Document: - Rs. 300/-

**OFFICE OF THE
DIVISIONAL RAILWAY MANAGER
EASTERN RAILWAY
HOWRAH**

EASTERN RAILWAY :: HOWRAH DIVISION

Tender Notice No. (Fishing) of 23-24

Sealed tenders have been invited for and on behalf of President of India (Eastern Railway Authority) for fishing right growing paniphals or singaras in tanks/ cuttings/ ditches/ borrowpits from Railway Co-operative Society, Fishermen Co-operative Society and from any individual person who can participate in the above mentioned open tender for the period of 5 (five) years on annual license basis, subject to the enhancement of license fee @ 10% Per annum on previous year license fee.

The prescribed form (hereinafter referred to as tender document) will be issued to tenderer after having deposited the requisite cost by intending tenderer. This is being issued with the condition that tenderers are agreed to abide by the conditions laid down in this tender documents.

The Railway may of its own or in response to any clarification requested/ suggested by any person including that from the tenderer, may modify this tender document at it sole discretion before the due date of opening of the tender.

Tender document will be available along with list of tanks/ cuttings and borrowpits from Sr. Divisional Engineer (Co-Ordination) Office, Eastern Railway, Howrah, DRM Building showing the money receipt of Rs.300/- (Rupees three hundred only) to be deposited to Sr. Divl. Cashier, Eastern Railway, Howrah, which is not refundable.

The tender documents will be issued from Sr. Divisional Engineer (Co-Ordn)'s office from 10-30 hrs. to 16-00 hrs. on 12.07.2023 to 27.07.2023 except Saturdays, Sundays and Holidays.

Earnest Money to be deposited @ 10% of the reserve price for tanks/ cuttings and borrowpits etc. to be tendered, Earnest Money can be deposited direct to the Sr. Divl. Cashier, Eastern Railway, Howrah in the name of FA & CAO, Eastern Railway, Kolkata and money receipt to be produced along with sealed tender. Otherwise Bank draft containing the amount of earnest money in the name of FA & CAO, E.Rly., Kolkata can be enclosed with the sealed tender.

Earnest money will be refunded if the competent authority does not accept the tender. In the case of highest bidder, accepted by the competent authority, earnest money will be adjusted with 1" year license fee.

Intending tenderer should submit tenders duly filled up the requisite particulars as per terms and conditions of clause 32 of tender documents in a sealed cover and will drop the same in the tender box kept in the Sr.DEN(Co-Ordn) Office, E.Rly., Howrah within 11-00 hrs. to 14-00 hrs. on 28.07.2023. The tenderer can submit tender personally or through an authorized agent.

The tender box will be sealed at 14-00 hrs. and tender will be opened at 15-00 hrs. on 28.07.2023.

Particulars of individual tanks/ cuttings and borrow pits etc. to be tendered should be mentioned on the top of the sealed cover.

No license will come into force unless the agreement is signed and full license fee and security money are deposited. The tender document will also be available on www.er.indianrailways.gov.in. (Eastern Railway →Howrah Division → Engineering Department → Awarded Tender → Sr.DEN/HQ) The same can be downloaded and used as tender documents for submitting the offer. This facility is available free of cost. However, the Demand Draft (drawn in f/o FA & CAO/E.Rly/Kolkata) towards the cost of tender document as prescribed above will have to be enclosed along with the tender document while submitting the same. In case the offer is not accompanied with the valid demand draft for the tender document as detailed above, the tender will be summarily rejected.

15/7/23
**For Divisional Railway
Manager, Eastern
Railway, Howrah**

Divisional Engineer (Co-Ordn)
Eastern Railway, Howrah

EASTERN RAILWAY

HOWRAH DIVISION

The President of India,
(Through the divl. Railway Manager,
Eastern Railway, Howrah).

Sub:- License of fishing right in Railway tanks, cutting and borrow pits in Howrah Division for 5 Years.

I/We hereby tender for the fishing Right/growing panlphals
at _____ Railway station in accordance
with the term and conditions enclosed.

I/We have read all the terms and conditions of this contract and agree to abide by Item.

I/We have verified and satisfied regarding location and possession of the tanks/borrow pits,
mentioned above.

I/We shall pay to the Railway Administration the sum of
Rupees _____ for the
right/rights stated above for the period of 5 years on yearly license basis.

I/We have deposited a sum of rupees cash receipt/ Bank Draft No.
_____ as Earnest Money for the tender.

Qualifications for properly and satisfactorily performing the work tendered
for _____

DA: One Cash receipt/ Bank Draft
Of Earnest Money for Rs. _____

Rs.

No.

Date:

Signature of the Tenderer

Date:

Address:

Mobile No:



EASTERN RAILWAY**(HOWRAH DIVISION)**

Following tender is invited offline for and on behalf of the President of India from Tenderers having experience of
Under DEN/HQ/HWH

Railway tanks cuttings & borrowpits under Howrah Division.

Sl. No.	NIT No.	Description /Particulars with jurisdiction.	Reserve price.	Earnest Money.	Completion period
1	NIT NO 1 _23-24	Awarding License of fishing rights of Railway cuttings at the Adjacent to pond - 1 near Talpur Rly. Stn. under AEN/LLH.	₹ 23,408.00	₹ 2,340.00	FIVE Years from the date of acceptance.
2	NIT NO 2 _23-24	Awarding License of fishing rights of Railway cuttings at the Adjacent to pond - 2 near Talpur Rly. Stn. under AEN/LLH	₹ 53,504.00	₹ 5,350.00	FIVE Years from the date of acceptance.
3	NIT NO 3 _23-24	Awarding License of fishing rights of Railway tank near Fly over Bridge at Shrirampur under AEN/LLH.	₹ 33,660.00	₹ 3,360.00	FIVE Years from the date of acceptance.
4	NIT NO 4 _23-24	Awarding License of fishing rights of Railway station tank at Chuchura under AEN/LLH.	₹ 2,24,102.00	₹ 22,410.00	FIVE Years from the date of acceptance.
5	NIT NO 5 _23-24	Awarding License of fishing rights of Railway cutting from Km.38/00-80/21 UP & DN HBC (except borrowpits of 3 rd line working place) and East & West cabin at Chandanpur under AEN/DKAE.	₹ 8,04,820.00	₹ 80,480.00	FIVE Years from the date of acceptance.
6	NIT NO 6 _23-24	Awarding License of fishing rights of Railway borrowpits in bet. Km. DF 14/04-14/05 to DF/13/12-13/13 under AEN/DKAE.	₹ 19,58,463.00	₹ 1,95,840.00	FIVE Years from the date of acceptance.
7	NIT NO 7 _23-24	Awarding License of fishing rights of Railway borrow pits in bet. Km. 10-16 & AC/9-24 on western side of Track in ACCL sec. under AEN/DKAE.	₹ 1,34,318.00	₹ 13,430.00	FIVE Years from the date of acceptance.
8	NIT NO 8 _23-24	License of fishing rights of Railway cuttings & borrowpits in bet. TP AC/10-15 & AC 11/12A East & West side of ACCL section under AEN/DKAE.	₹ 44,716.00	₹ 4,470.00	FIVE Years from the date of acceptance.
9	NIT NO 9 _23-24	License of fishing rights of Railway borrowpits in bet. East & West cabin at Chandanpur under AEN/DKAE.	₹ 56,158.00	₹ 5,610.00	FIVE Years from the date of acceptance.
10	NIT NO 10 _23-24	License of fishing rights of Railway cutting from Km. 10/28-10/30 ACCL/81 at Rajchandrapur opp. to cabin under AEN/DKAE.	₹ 39,860.00	₹ 3,980.00	FIVE Years from the date of acceptance.
11	NIT NO 11 _23-24	License of fishing rights of Railway borrowpits in bet. Km. 12/28 - 13/10-12 beside DN line under AEN/DKAE.	₹ 11,70,411.00	₹ 1,17,040.00	FIVE Years from the date of acceptance.
12	NIT NO 12 _23-24	Awarding License of fishing rights of Railway 03 Nos. borrowpits Km. ACCL section near east cabin Km. 10-29 to 10/37, Km. AC 13-3 - AC/12-20 under AEN/DKAE.	Rs.75380	₹ 7,530.00	FIVE Years from the date of acceptance.

13	NIT NO 13 _23-24	Awarding License of fishing rights of Railway tank near Block No.379 & 380 under AEN/BWN.	₹ 5,492.00	₹ 540.00	FIVE Years from the date of acceptance.
14	NIT NO 14 _23-24	Awarding License of fishing rights of Railway tank near West Cabin at BWN under AEN/BWN	₹ 1,56,921.00	₹ 15,690.00	FIVE Years from the date of acceptance.
15	NIT NO 15 _23-24	Awarding License of fishing rights of Railway cutting from Km. 106/20-120/21 in UP & DN Main line bet. BWN - KAN.under AEN/BWN.	₹ 11,802.00	₹ 1,180.00	FIVE Years from the date of acceptance.
16	NIT NO 16 _23-24	Awarding License of fishing rights of Railway tank in front of AK & BK Railway at KWAE under AEN/KWAE.	₹ 4,31,106.00	₹ 43,110.00	FIVE Years from the date of acceptance.
17	NIT NO 17 _23-24	Awarding License of fishing rights of Railway cutting behind AEN/KWAE's ' Bunglow under AEN/KWAE.	₹ 28,816.00	₹ 2,880.00	FIVE Years from the date of acceptance.
18	NIT NO 18 _23-24	License of fishing rights of Railway borrowpits from Km. 11/15 - 23/8 on B.B. Loop under AEN/KWAE.	₹ 21,304.00	₹ 2,130.00	FIVE Years from the date of acceptance.
19	NIT NO 19 _23-24	License of fishing rights of Railway borrowpits from Km. 0/9-8/14 on B.B. Loop under AEN/KWAE.	₹ 62,749.00	₹ 6,270.00	FIVE Years from the date of acceptance.
20	NIT NO 20 _23-24	Awarding License of fishing rights of Railway station tank at Dainhat on BB Loop under AEN/KWAE.	₹ 2,16,308.00	₹ 29,630.00	FIVE Years from the date of acceptance.
21	NIT NO 21 _23-24	Awarding License of fishing rights of Railway tank cuttings on north side at BG Goods shed at KWAE.	₹ 96,461.00	₹ 9,640.00	FIVE Years from the date of acceptance.
22	NIT NO 22 _23-24	Awarding License of fishing rights of Railway loco tank at Memari under AEN/BDC.	₹ 2,45,109.00	₹ 24,510.00	FIVE Years from the date of acceptance.
23	NIT NO 23 _23-24	License of fishing rights of Railway borrowpits in bet. AZ-NHT Branch (excluding tank at Barala station under AEN/AZ.	₹ 55,733.00	₹ 5,570.00	FIVE Years from the date of acceptance.
24	NIT NO 24 _23-24	License of fishing rights of Railway pond at East side of PF No. 2 at Khagraghat station from Km. 161/00 to 164/00.under AEN/AZ.	₹ 12,022.00	₹ 1,200.00	FIVE Years from the date of acceptance.
25	NIT NO 25 _23-24	Awarding License of fishing rights of Railway cuttings at the Adjacent pond -3 near Talpur Rly. Stn. under AEN/LLH.	₹ 12,969.00	₹ 1,920.00	FIVE Years from the date of acceptance.
26	NIT NO 26 _23-24	Railway Cutting in East side at KM38/01-38/02 in between GPAE & ABKA under AEN/NDAE.	₹ 14,350.00	₹ 1,430.00	FIVE Years from the date of acceptance.
27	NIT NO 27 _23-24	Awarding License for Fishing rights of Railway borrow pits between km AC.8-7 & AC.7-17 ON Railway trac. under AEN/DKAE	₹ 8,931.00	₹ 900.00	FIVE Years from the date of acceptance.
28	NIT NO 28 _23-24	Awarding License for Fishing rights of Railway cutting from km 38/00- 80/21 ON DN & UP HBC at Chandanpur under AEN/DKAE	₹ 5,81,769.00	₹ 58,100.00	FIVE Years from the date of acceptance.
29	NIT NO 29 _23-24	Awarding License for Fishing rights of Railway borrow pits on UP & DN HBC from Km 17/00-33/00 under AEN/DKAE .	₹ 3,08,270.00	₹ 30,800.00	FIVE Years from the date of acceptance.
30	NIT NO 30 _23-24	Awarding License for Fishing rights of Railway station tank near railway hospital at Kamarkundu under AEN/DKAE .	₹ 1,25,170.00	₹ 12,500.00	FIVE Years from the date of acceptance.

31	NIT NO 31 _23-24	Awarding License for Fishing rights of Railway tanks one east side of DN PF at Kamarkundu in HBC section under AEN/DKAE.	₹ 1,09,278.00	₹ 10,900.00	FIVE Years from the date of acceptance.
32	NIT NO 32 _23-24	Awarding License for Fishing rights of Railway one ditch on up side of HBC near PWI/KQU office section under AEN/DKAE.	₹ 41,555.00	₹ 4,100.00	FIVE Years from the date of acceptance.
33	NIT NO 33 _23-24	Awarding License for Fishing rights of Railway borrow pits at AACL section near east side cabin km.10/29-37, AC 13-3 to AC 12-20 under AEN/DKAE.	₹ 56,635.00	₹ 5,600.00	FIVE Years from the date of acceptance.
34	NIT NO 34 _23-24	Awarding License for Railway borrow pits from km. AC 12/27-30, CCR 12/21-23, CCR 12/19-27 & CCR 12/35 30 under AEN/DKAE	₹ 15,43,405.00	₹ 1,54,000.00	FIVE Years from the date of acceptance.
35	NIT NO 35 _23-24	Awarding License for Fishing rights of Railway North tank at Bandel under AEN/BDC.	₹ 9,10,610.00	₹ 91,000.00	FIVE Years from the date of acceptance.
36	NIT NO 36 _23-24	Awarding License for Fishing rights of Railway station Tank at Adisapta Gram under AEN/BDC	₹ 3,782.00	₹ 300.00	FIVE Years from the date of acceptance.
37	NIT NO 37 _23-24	License for Fishing rights of Railway borrow pits between Murarai-Pakur under AEN/RPH.	₹ 3,20,704.00	₹ 32,000.00	FIVE Years from the date of acceptance.
38	NIT NO 38 _23-24	Awarding License for Fishing rights of Railway tank on the east goods shed at Chatra Railway station poration only under AEN/RPH.	₹ 6,090.00	₹ 600.00	FIVE Years from the date of acceptance.
39	NIT NO 39 _23-24	Awarding License for Fishing rights of Railway borrow pits & cuttings from km. 164/00-179/10, (khagra ghat Road to Azimganj) under AEN/AZ.	₹ 1,35,158.00	₹ 13,500.00	FIVE Years from the date of acceptance.
40	NIT NO 40 _23-24	Awarding License for Fishing rights of Railway tabk between km. 44/4-5 near L/Xing gate at Azimganj city branch under AEN/AZ.	₹ 87,071.00	₹ 8,700.00	FIVE Years from the date of acceptance.
41	NIT NO 41 _23-24	Awarding License for Fishing rights of Railway tabnk near class IV staff Qtr. At Khagraghat stn. Road under AEN/AZ.	₹ 1,15,260.00	₹ 11,500.00	FIVE Years from the date of acceptance.
42	NIT NO 42 _23-24	Awarding License for Fishing rights of Railway borrow pits & cuttings from Km. 125/00 - 133/00 on BB loop under AEN/AZ.	₹ 1,09,002.00	₹ 10,900.00	FIVE Years from the date of acceptance.
43	NIT NO 43 _23-24	Awarding License for Fishing rights of Railway cutting from km. 133/4 -161/11 between Bazar shaw & Khagra Ghat Road under AEN/AZ	₹ 1,36,643.00	₹ 13,600.00	FIVE Years from the date of acceptance.
44	NIT NO 44 _23-24	Awarding License for fishing rights in Rly borrowpits km 8/100 -10/00 beside UP & DN HBC under AEN/I/LLH.	₹ 92,079.00	₹ 9,200.00	FIVE Years from the date of acceptance.
45	NIT NO 45 _23-24	Awarding License for fishing rights in Rly tank UP P.F at Rishra st.under AEN/I/LLH	₹ 73,714.00	₹ 7,300.00	FIVE Years from the date of acceptance.
46	NIT NO 46 _23-24	Awarding License for fishing rights in Rly cutting on DN side of Rly track between km . 37/26-38/6 under AEN/I/LLH	₹ 35,062.00	₹ 3,500.00	FIVE Years from the date of acceptance.

47	NIT NO 47 _23-24	Awarding License for fishing rights in Rly stn tank at Hooghly under AEN/I/LLH	₹ 1,77,577.00	₹ 17,700.00	FIVE Years from the date of acceptance.
48	NIT NO 48 _23-24	Awarding License for fishing rights in Rly cutting on DN side of Rly track between Chuchra & Hooghly under AEN/I/LLH	₹ 85,970.00	₹ 8,600.00	FIVE Years from the date of acceptance.
49	NIT NO 49 _23-24	Awarding License for fishing rights in Rly tank at km 80/32-81/04 near MYM goods shed under AEN/BDC.	₹ 52,581.00	₹ 5,200.00	FIVE Years from the date of acceptance.
50	NIT NO 50 _23-24	Awarding License for fishing rights in Rly tank at Bandel sorting yard. under AEN/BDC	₹ 65,217.00	₹ 6,500.00	FIVE Years from the date of acceptance.
51	NIT NO 51 _23-24	Awarding License for fishing rights in Rly cutting on DN side of Naihati branch km 6/30-6/38. under AEN/BDC	₹ 1,13,182.00	₹ 11,300.00	FIVE Years from the date of acceptance.
52	NIT NO 52 _23-24	Awarding License for fishing rights in Rly at south side of NH branch closed bridge no. 3 under AEN/BDC	₹ 47,619.00	₹ 4,700.00	FIVE Years from the date of acceptance.
53	NIT NO 53 _23-24	Awarding License for fishing rights in Rly small tank in between block no.97 & 98 Bandel Aambagn Rly Colony. under AEN/BDC	₹ 24,367.00	₹ 2,400.00	FIVE Years from the date of acceptance.
54	NIT NO 54 _23-24	Awarding License for fishing rights in Rly borrowpits near RPF office and north cabin at Bandel. under AEN/BDC	₹ 87,682.00	₹ 8,700.00	FIVE Years from the date of acceptance.
55	NIT NO 55 _23-24	Awarding License for fishing rights in Rly borrowpits by the side of Devi pur Stn. under AEN/BDC.	₹ 1,559.00	₹ 150.00	FIVE Years from the date of acceptance.
56	NIT NO 56 _23-24	Awarding License for fishing rights in Rly Rly cutting at East side branch ,branch BL no. 1+2 under AEN/BDC	₹ 10,71,795.00	₹ 10,700.00	FIVE Years from the date of acceptance.
57	NIT NO 57 _23-24	Awarding License for fishing rights in Rly borrowpits from km.11/15-23/8 on BB loop. Under AEN/BHP	₹ 14,000.00	₹ 1,400.00	FIVE Years from the date of acceptance.

In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender offline will not be changed . However, opening of tenders offline will be done next working day.

Closing date and opening time of time of tender: 28.07.2023 at 14:00 hrs. The details of tender are available on www.er.indianrailways.gov.in. (Eastern Railway → Howrah Division → Engineering Department → Awarded Tender -> Sr.DEN/HQ) or office of the Sr.Divl.Engineer/Co-Ord/Howrah . Tenderers are requested to submit the tender form duly filled up with relevent documents in the tender box kept in the Sr DEN/C/Howrah office .

Sr.Divl.Engineer/HQ/HWH/E.Rly
For Divisional Railway Manager
Eastern Railway/Howrah

(Signature)
Divisional Engineer (H&E)
पूर्व रेलवे, हावड़ा
in allway, Howrah

**EASTERN RAILWAY
(HOWRAH DIVISION)**

**INSTRUCTIONS TO
TENDERERS**

Terms & Conditions:-

for License for operation of temporary Fishing Right of Railway Tank /cuttings and borrow pits of Howrah Division Eastern Railway.

1. This Tender(s) has been invited for and on behalf of the President of India for operation of temporary fishing right in Railway area.
2. The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion before the due date of opening of the tender.
3. This Tender document includes many chapters and all the chapters including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read relied and/or acted upon in isolation.
4. **RESERVE PRICE:** The published Reserve Price given in the Tender Notice is approximate and is meant only for the guidance of the tenderer.
5. **EARNEST MONEY:** Amount of Earnest Money & Cost of tender document required to be deposited through offline along with tender. Tender without prescribed Earnest money & Cost of tender document shall be summarily rejected. Earnest money will be refunded in full without any interest, to all unsuccessful tenderers after completion of tender procedure. There will be no liability on the Railway Administration in case of delay in this regard. The Earnest Money of the successful tenderer will be retained and adjusted towards the Security Deposit payable by him for the proper & satisfactory execution and due fulfilment of the term & condition of the agreement (copy enclosed). In the event of any tenderer failing to turn up after the acceptance of his tender the Earnest Money deposited by him will be forfeited by the Railway administration. In the case of withdrawal of offer before expiry of the validity period of tender, Earnest Money deposited for the instant tender shall be forfeited.

If any bidder deposit the Earnest Money less than the amount as mentioned in the tender form, the bid of the bidder will be cancelled and Earnest Money will be forfeited.

6. **PERIOD OF CONTRACT:** The License will be awarded to the Successful tenderer for a period of 05 years as per terms & conditions of the Bid/Tender Document.
7. **VALIDITY OF OFFER:** The tenderer shall hold the offer open for a period of 60 days from the date fixed for the opening of the same and will extend the same in case specifically asked for to do so in writing for another 30 days and subsequent 30 days also in case specifically asked upon to do so in writing. In default thereof it will be liable to forfeiture of Earnest Money deposited by the tender.

The Railway will not accept any tender wherein conditional offer has been given. Such conditional offer will be outrightly rejected and earnest money will be forfeited.

Bid Value of the bidder must be same both in figure and word, if the two figures differ than the higher figure shall be considered the bid value of that particular bidder.

Tender received after the date and time specified shall not be accepted.

8. **SECURITY DEPOSIT:** The successful tenderer has to submit a Security Deposit at 10% of the Total value of contract (**Total value mean License fee of total 5 years of license period**). The security deposit to be deposited in the form of Bank Guarantee, Fixed Deposit Receipt issued by Nationalized Bank, Demand Draft after adjusting the EMD amount before signing the agreement. The Bank Guarantee, Fixed Deposit Receipt (FDR), *Demand Draft should be payable in favour of FA & CAO Eastern Railway*, Kolkata with validity of contractual period plus 06 months. The security money will be released / refunded on satisfactory completion of the contractual period, taking into consideration that all Railway dues in this respect has been cleared.

- a. The Annual License fee for the first year, at the rates accepted by the Railway will have to deposited through Demand Draft/Pay order drawn in favour of FA & CAO, Eastern Railway, Kolkata.
- b. In Subsequent year, only the Annual License fee with due escalation 10% is required to be paid either at respective AEN office or at Chief Cashier Office, 30 days in advance prior to the expiry of the tenure of previous year by demand draft or pay order drawn in favour of FA & CAO, Eastern Railway, Kolkata, failing which the security money will be forfeited without assigning any reason and liquidated damage charge @ 12% P.A. over the license fee will be levied against the defaulter if any.
- c. The cost of the stamp duty for execution of the agreement will be borne by the licensee/licenses.

9. **FORFEITURE OF SECURITY DEPOSIT:** in case the Licensee/Licensees makes/make any default in the payment of the License fee 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 Licensee/Licensees and proceed to resume possession in a manner stipulated herein. In case of discontinuation of services by the licensee unilaterally or contract by the Railway due to default on the part of licensee in terms of conditions of contract agreement, the Administrator shall have the right to forfeit the amount deposited as security deposit.

10. **INSPECTION OF SITE:** Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the site (Fishing Right) lot for which tendered, that all conditions liable to be encountered during operation of the Fishing Right lot are taken into account for smooth operation of the same to the entire satisfaction of the Railway. No permission will be granted to use licensed area until the full amount is deposited, as advised/directed in tender document.

11. PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC:

a) **Person Authorized to Sign:** Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the tenderer. Any individual of individuals signing this tender document or any other documents connected therewith shall specify whether he is signing the said documents:-

- i. As sole proprietor of a firm or as an attorney of a sole proprietor,
OR
- ii. As partner of a partnership firm duly authorized through authorization letter
OR
- iii. As director, manager or secretary of a limited company duly authorized by a resolution passed by the board of directors or in pursuance to the authority conferred by the Memorandum of Association.

b) **Document of authorization:** If tender is submitted on behalf of a partnership concern, the tenderer should, along with his tender, submit a certified copy of the partnership deed and

authorization to sign these tender documents on behalf of partnership firm. In case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them shall sign this tender document and all other concerned document. The Railway Administration reserves the right to call for the original partnership deed for inspection. It should be noted by the tendering party that tender received without any of the documents as mentioned in the Tender form, the offer will be summarily rejected.

- c) **Power of Attorney:** Tenderer, whether sole proprietor, a limited company or a partnership firm, if he wants to act through an agent or individual partner, should submit along with his tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner, partner of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurement books, compromise, settle, relinquish any claim preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

12. Successful tenderer will have to execute an agreement, after full payment of 1st year license fee and security deposit as mentioned i.e. 10% of the offer value.
13. Successful tenderer will have to deposit stipulated yearly License Fee, Security Deposit within 15 days from the receipt of LOA failing which the Railway Administration reserve the right to withdraw the offer and cancel the tender.

The period of the license unless otherwise mentioned will be for 5 (FIVE) years only from the date of commencement of the license with annual escalation of license fee @ 10% over the previous year's license fee for every successive years during the period of contract. Therefore, the license fee for the first year will be according to your offer as accepted by the Railway Authority say "A" and the license fee for the second year will be "A" + 10% of "A" = "B" and the license fee for the third year will be "B" + 10% of "B" = "C" and so on.

14. The successful bidder has to execute agreement with Railway after payment of 1st year accepted license fee, required Security Money. The cost of the stamp duty for execution of the agreement will be borne by the licensee /licensees.
15. Successful tenderer has to bear all statutory taxes levied on the contract, if any.
16. The Divisional Railway Manager (Engineering), Eastern Railway, Howrah reserve the right to reject any or all the tenders without assigning any reason, or to accept any of the tenders though it may not be necessarily the highest and the decision of Railway Authority in this regard shall be final.
17. The duration of the license will be 05 (Five) years only from the date of commencement of the License. Commencement of license will take effect from the date of issuing of LOA to the successful tenderer by the Railway Administration.
18. Amendments or corrigendum to the agreement from Railway may, however, are issued as and when necessary and licensee /licensees shall have no objection to them.
19. Separate tender should be submitted for each station/ location.
20. Railway Administration will bear no responsibility towards any type of mishap or loss of the fishes and other items within the licensed area.

21. That the License shall have only temporary occupation of the land and on being served with one calendar months' notice under the signature of Divisional Railways Manager of the Administration at Howrah or on his behalf the License shall quit and vacate the said plot of land entirely or portion of it, as he may be so required under the said notice.
22. The licensee should obtain permission from the Assistant Engineer concerned for fishing and other purpose such as cleaning of water body etc. At the time of execution of such work the men will carry the permits with them and produce the same on demand by any authorized Railway representative.
23. The Railway Administration will not be responsible for any compensation towards any damage cause due to Force Majeure such as fire, lightning, explosion epidemic, strike lockout etc.
24. No free passes whatsoever for travelling by rail will be allowed to the licensee in connection with this license.
25. For implementing the subject license, no tree/plant/shrubs on Railway Land will be allowed to cut by the license until approved by the competent authority of the Railway.
26. For fishing purpose no dragnet or similar system which may likely to foul or contaminate the water or render it muddy and unfit for drinking purposes will be permitted. All fishing operations whether by net or rod must be carried out from the bank or from a boat or platform made for this purpose without spoiling/ disturbing the water.
27. The license will be responsible to maintain clear view at all Level Crossing Gates within the area of the license & clear the jungles at such location for the safety of train movement and road traffic.
28. In case of breach of conditions stipulated by Railway the subject license will be terminated immediately without prejudice and without assigning any reason and the security money will be forfeited.
29. All the area Railway Land licensed out by Railway /State Govt. for cultivation under the Grow More Food Scheme if any will be excluded from this subject license.
30. The Railway reserves full right to draw out or pour water from or into any Railway tank/water body licensed out as and when needed and felt necessary in connection with maintenance of water supply.
31. The License shall not assign/sublet or transfer the privilege and license of the land as mentioned in the tender or any part thereof or to allow any person to become interested therein in any manner whatsoever. Any breach of this condition shall entitle the Railway to rescind the contract and also render the license liable for payment the Railway in respect of any loss or damage arising or ensuing from such cancellation.
32. Priority will be given to Co-operative Societies formed by Railway Employees as per Railway Board's guide lines subject to fulfilment of all criterions.

33. If the tenderer deliberately gives wrong information in their tender or create circumstances for acceptance of their tender, Railway Administration reserve the right to reject such tenders at any stage.
34. If a tenderer expires after the submission of his/her tender or after the acceptance of his/her tender the Railway shall deem such tender as cancelled. Also if a partner of a firm expires after the submission of their tender or after acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.
35. Netting for fishing purpose in the Railway Water Body is permitted Round the Clock provided documentary proof of licensing is available during fishing.
36. The Licensee shall use the land referred in the tender solely and only for the purpose as aforesaid for which it is licensed and not otherwise and shall not occupy any land beyond what is described in the tender.
37. The Licensee shall not erect structure of any kind whatsoever in, upon or under the said land without previous permission in writing of the Railway authority i.e., Divisional Railway Manager or on his behalf.
38. Nothing herein contained shall be construed to create a tenancy or any claim for any right, interest or easement in favour of Licensee in or over the said premises and the administration may of its mere motion upon the determination of this License re-enter upon and re-take and absolutely retain possession of the said land.
39. That the Licensee shall all times keep 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 injury to any person or to any property resulting directly or indirectly by reason of or in consequence of the non-compliance on the part of the Licensee of any terms and conditions for any rules, regulation for bye-laws 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 relation thereto and subject to the conditions herein contained.
40. Railway Board's Circular No- 81/W (2)/18/117 dated 19.01.87 envisages that "In case of any dispute between the License and/or Railway the decision of the General Manager shall be final and binding both the parties. However, the General manager may delegate this power to the Divisional Railway Manager, Howrah."
41. The Administration will not be responsible for ignorance of implication of the details mentioned in Para 1 to 40 above which must be thoroughly read and understood by the party before tendering.

Witness:

Date:

Sign of the tenderer /bidder

1.

2.