



**Government of Bihar,
Department of Environment, Forest & Climate Change.**

Office of the Director, Sanjay Gandhi Biological Park, Patna.

REQUEST FOR PROPOSAL

(NO. 11 OF 2018-19)

Sealed Request For Proposals (R.F.P.) in the prescribed proforma are invited to undertake supply, maintenance and operation of Eco-friendly Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 passengers (One no.) on revenue payment basis within the premises of Sanjay Gandhi Biological Park, Patna (Patna Zoo) for movement of visitors in Sanjay Gandhi Biological Park, Patna on built and operate basis for a period of five year i.e. from 01.01.2019 to 31.12.2023 (Dates may be changed, if required).

Last Date & Time :

| | | | | |
|------------------------------------|---|------------|---|-----------|
| Pre-bid meeting | : | 26.11.2018 | - | 3.00 P.M. |
| Last date of receipt of R.F.P. | : | 30.11.2018 | - | 2.00 P.M |
| Time and date of opening of R.F.P. | : | 30.11.2018 | - | 3.00 P.M |

Details can be had from the office of the undersigned in office hours or may be visited to website 'www.forest.bih.nic.in/ www.zoopatna.com.

Director.

Government of Bihar
Department of Environment, Forest & Climate Change.
Office of the Director, Sanjay Gandhi Biological Park, Patna.

Terms and conditions of Request For Proposal (R.F.P.) for supply, maintenance and operation of Eco-friendly Battery Operated Trackless Toy Train on built and operate basis inside Sanjay Gandhi Biological Park, Patna.

1. On behalf of the Government of Bihar, R.F.P. are invited to undertake supply, maintenance and operation of Eco-friendly Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 passengers (One no.) within the premises of Sanjay Gandhi Biological Park, Patna (Patna Zoo) for movement of visitors in Sanjay Gandhi Biological Park, Patna on built and operate basis.
2. **Tender Forms:** The R.F.P. forms are available in the office of Director, Sanjay Gandhi Biological Park, Patna during office hours on payment of Rs. 1000/- (Rupees one thousand only) either in cash or through Bank Draft in favour of Director, Sanjay Gandhi Biological Park, Patna payable at Patna. In case of downloading the Tender Form from website, the participant will submit the tender fee through Bank draft.
3. **Period of operation:-** 01.01.2019 to 31.12.2023 (Five years)
(Dates may be changed by the Director, Sanjay Gandhi Biological Park, Patna, if required)
4. The R.F.P. form and any other document forming part of the contract shall be signed by the proprietor of the concern or by the Karta in case of a joint Hindu family having full authority to act on behalf of the Managing Concern.
5. The R.F.P. is "Two Bid" document. The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

TECHNICAL BID: - The participant should have submit the documents as shown in column-9 of this Terms & Condition in a separate sealed envelope inserting the 'Technical Bid' on the envelope with his address.

FINANCIAL BID: - Financial Bid should be submitted in a separate sealed envelope inserting the 'Financial Bid' on the envelope with his address.

Both envelopes should be submitted in a sealed Master envelope with his address. The envelope shall be marked clearly "R.F.P. for 'supply, maintenance and operation of Eco-friendly Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 passengers' and addressed to the Director, Sanjay Gandhi Biological Park, Patna. The Director, Sanjay Gandhi Biological Park, Patna may accept or reject any tender which fails to comply with the above instructions.

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6. The R.F.P. form should be filled in by the participant neatly and accurately. Any alteration, erasures or overwriting shall render the tender invalid, unless such alteration, erasure or overwriting is neatly carried out and duly attested over the full signature of the tenderers. Similarly an insertion of additional condition other than those already provided in the tender may also make the tender liable to rejection.
7. **Technical Specification for the Eco Friendly trackless toy train to be used as people mover.**
 - 7.1 It will be electrical motor driven battery operated, trackless train for movement of visitor inside SGBP premises.
 - 7.2 Eco-friendly Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 passengers will be operated. The train should be able to operate uninterruptedly for minimum 7 to 8 hours in a day from 9.00 a.m. to 5.00 p.m. (6.00 p.m. in summer season) preferably.
 - 7.3 The train should resemble toy train and its chassis should preferably be of steel frame and rugged bodied to withstand wear and tear and run in full capacity preferably, when required.
 - 7.4 The body of the train should be mounted on efficient suspension system, to give smooth, enjoyable and comfortable ride to the visitor of SGBP.
 - 7.5 The train should have efficient braking system in the drive to avoid accident and it should start smoothly without any jerk or sudden movement.
 - 7.6 The Battery bank of the train should be hidden and mounted properly to give it a decent aesthetic train look.
 - 7.7 All the wheels, axles, tyres and other components of the toy train should conform to IS standards and these shall be replaceable by the indigenously and locally available spares in the market.
 - 7.8 The train should have speed controller / regulator and its optimum speed should not exceed 10 km per hour.
8. All R.F.P. must reach the office of the Director, Sanjay Gandhi Biological Park, Patna by 2.00 P.M. on 30th November, 2018. R.F.P. shall be opened by the Tender Committee on the same day at 3.00 P.M. in presence of the tenderers or their authorised representatives.
9. R.F.P. bid shall have the following documents
 - (a) Photocopy of money receipt duly self-attested for the purchase of R.F.P. form should be enclosed. In case of downloading the R.F.P. Form from website, the participant will submit the tender fee through Bank draft.
 - (b) Earnest money of Rs. 50,000/- (Rupees fifty thousand only) in form of bank draft in favour of Director, Sanjay Gandhi Biological Park, Patna. The earnest money of all unsuccessful participants will be refunded as soon as possible. The participant (s) shall have no right to demand any interest on the earnest money.
 - (c) In case of R.F.P. being submitted by a firm, attested copies of the partnership deed and the power of attorney must be submitted by the participant along with the original. The original document will be returned after scrutiny.

- (d) Photocopy of PAN/GST No. and income tax return submitted upto 2017-18 for last two years duly self-attested shall be enclosed and original shall be produced at the time of opening the R.F.P.
- (e) Capital Asset: The capital asset of the participant (s) at the end of the year shall be at least 50.00 lakh (Rs. Fifty lakh). Photocopy of the balance sheet showing the capital asset verified by the chartered accountant shall be submitted. Original shall be produced at the time of R.F.P.
- (f) Address proof
- (g) Specimen signature duly attested by the gazetted officer in original shall be attached.
- (h) The participant will submit the declaration regarding clean track record in the attached format.
10. The participant shall quote the license fee per month in the prescribed proforma (Financial bid) to be given to the Government as revenue by the participant. The licence fee will be increased annually by 10%. The minimum license fee for Battery Operated Trackless Train per month will be Rs. 50,000/- (Rupees fifty thousand). The successful participant (s) shall pay all requisite applicable Govt. taxes such as GST, Cess etc.
11. **Security Deposit:** The successful participant shall deposit security amount amounting 25% amount of the annual lease fee and due undertaking for faithful performance by the contractor and shall sign the agreement before 15th December, 2018. In the event of the successful participant (contractor) failing to furnish the security amount and sign the agreement within the prescribed time, the Director, Sanjay Gandhi Biological Park, Patna, shall be entitled to cancel the contract and forfeit the earnest money at the risk and expense of the contractor. The security deposit mentioned above shall be refunded after successful completion of the contract. The security shall be deposited in the form of STDR pledged in favour of the Director, Sanjay Gandhi Biological Park, Patna.
12. The successful participant shall have to pay licence fee in advance by the 10th day of the month. After 10th day of the month, 3% incremental amount will be payable by the successful participant also. In case of non-deposit of license for 2 months regularly, the Director, Sanjay Gandhi Biological Park, Patna, shall be entitled to cancel the contract and forfeit the Security money at the risk and expense of the contractor.
13. **Lease Amount:** The lease fee is only for use of roads and premises of Sanjay Gandhi Biological Park, Patna for operating 'Battery Operated Trackless Train. The licence fee will commence from 01.01.2019. The vehicles may be parked inside the park in off hours at places permitted by the Director of the Park. The parking charge will be

in addition to licence fee which will be decided by the Director of the Park or the Rate Fixation Committee. The charging of batteries may be done in the park but the contractor (successful participant) shall have to pay the price of electricity at the Govt. rate.

14. **Summary Termination:** The Director, Sanjay Gandhi Biological Park, Patna may at any time by notice in writing summarily terminate the contract (R.F.P.) without compensation to the contractor if the contractor commits any breach of the contract not herein specially provided for.

15. **Claims:** Whenever any claim for the payment of a sum or money arises under this contract against the contractor, the Government shall be entitled to recover such sum by appropriating in part or whole of the said security deposit. In the event of the security being insufficient, the balance shall be deducted from any sum then due or which at any time thereafter may become due to the contractor(s) under this or any other contract with the Government. In case of non-payment such of the dues are liable to be recovered from the contractor as arrears of Land Revenue.

In the event of the security deposit becoming exhausted or insufficient by reason of the same being appropriated as aforesaid in part or whole, the contractor(s) shall forthwith on receipt of information from the department from time to time, renew or replenish such security, as the case may be.

16. If the contractor commits any breach of this contract he shall be liable to be fined upto an amount not exceeding 1/4th of the contract amount for every act of default or negligence.

17. **Repair and Replacement of Battery Operated Trackless Train.**

| Type of Incident | Resolution time | Penalty |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------|
| Incident | T | No Penalty |
| Repair of Trackless Train after incident reported to the selected Bidder by Sanjay Gandhi Biological Park, Patna | T1 = T+ 2 days T2 = T1+3 days | No Penalty No Penalty (written permission required) |
| T shall be the agreed resolution time which in case of repair is 5 (five) working days. In case of T2, The selected Bidder shall have to take permission in case of the Trackless Train needs more than 5 days to be rectified. | >T2 | 1% of the value of the Trackless Train for every unresolved week subject to a maximum of 10% annual licence fee. |

P.T.O.

18. The successful participant shall within the period prescribed execute a formal agreement on a non-judicial stamp paper of the value of Rs. 1000/- at his own cost in the prescribed form appended and if the same is not executed by the due date, the Director, Sanjay Gandhi Biological Park, Patna, will have the option to treat the R.F.P. as cancelled and on such cancellation, the amount deposited as earnest money can be forfeited and the Government may also black list the contractor (successful participant) for a period not exceeding 5 years. In addition the successful participant whose accepted R.F.P. has been cancelled shall bear the loss, if any, suffered by the Government for subsequent re- R.F.P. to a new licence and this loss unless paid within fifteen days from the date of issue of demand shall be recoverable from him as arrears of the land revenue. The amount of loss will be $M1 - M2$, where $M1$ = the licence fee that should have been paid by the contractor had the licence been not cancelled and $M2$ = rate of licence fee offered by subsequent participants.
19. In case the successful participant fails or refuse to run the vehicle within the prescribed period agreement, the Director of the Park shall have power to terminate the contract and forfeit the security amount.
20. Since the trackless train will be operated primarily in Botanical area of the Park, horn with prescribed limit may be used if needed which may also be revoked by Director's order.
21. The operation of 'Battery Operated Trackless Train' will be limited in the period in which the zoo remains open for the visitors. The zoo remains closed on Mondays. In case the zoo remains closed on any other day/days due to unforeseen circumstances, the successful participant cannot claim any rebate therefore.
22. The successful participant shall have to start the operation of 'Battery Operated Trackless Train' with effect from 01.01.2019 and shall operate the same to the satisfaction of the Director, Sanjay Gandhi Biological Park, Patna, or any other officer authorized by him throughout the term of the licence.
23. All rules, regulations and timing of the park including ban on use of polythene, smoking shall be applicable to the tenderer.
24. If the same licence fee is offered by more than one participant, then R.F.P. will be decided by drawing lots.
25. The successful participant shall deposit the identity proof of the persons engaged to operate the Trackless Train, in the office of the Director, Sanjay Gandhi Biological Park, Patna. The successful participant shall be responsible for any act of his employee/servant, damage or loss to any property of the park that may be caused by him or by his employee/servant. Compensation for such damage shall be assessed by the Director, Sanjay Gandhi Biological Park, Patna, whose decision shall be final and binding.

P.T.O.

26. The amount of loss, penalty, compensation, licence fee, interest etc., if not paid within a period of 15 days from the date of demand, shall be recoverable as arrears of land revenue.
27. The contractor shall have no claim whatsoever for compensation for any damage to his property or person caused during operation of 'Battery Operated Trackless Train'.
28. All disputes shall be subject to the jurisdiction of courts of law at Patna.
29. The Director, Sanjay Gandhi Biological Park, Patna reserves the right to cancel one/all the R.F.P. without assigning any reason.
30. The route chart and fare list are attached. The route map may be altered by the Director, Sanjay Gandhi Biological Park, Patna.
31. The successful participant will establish e-ticketing machine at each gate for issuing e-tickets to the visitors using the Battery Operated Trackless Train.
32. The successful tenderer (contractor) shall ensure safe and slow driving of the vehicles without disturbance to any visitor. The successful tenderer (contractor) shall be responsible for any accident, conduct of drivers or damage to the visitors or travellers in operation of Battery Operated Trackless Train.
33. The successful participant shall be responsible for payments of taxes and other liabilities under law and abiding by all the laws and acts of the land relevant for operation of 'Battery Operated Trackless Train'.
34. Pre-bid meeting will be held on 26.11.2018 at 3.00 P.M. in the office of the Director, Sanjay Gandhi Biological Park, Patna.
35. The successful participant shall operate only one Battery Operated Trackless Train with 02 to 04 bogies having sitting capacity of 30-40 passengers. Trackless Train will be operated on present roads & paths infrastructure available in Botanical Section of Sanjay Gandhi Biological Park, Patna.
36. The decision of the Director, Sanjay Gandhi Biological Park, Patna shall be final in that regard.

Director
Sanjay Gandhi Biological Park, Patna

Technical R.F.P.
for running of Battery Operated Trackless Train in Sanjay Gandhi Biological Park, Patna.

| Sl. No. | Items | Submission by participant | Page No. |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|
| 1 | Photocopy of money receipt duly self-attested for the purchase of tender form should be enclosed. In case of downloading the Tender Form from website, the participant will submit the tender fee through Bank draft. | | |
| 2 | Earnest money of Rs. 50,000/- (Rupees fifty thousand only) in form of bank draft in favour of Director, Sanjay Gandhi Biological Park, Patna. | | |
| 3 | In case of R.F.P. being submitted by a firm, attested copies of the partnership deed and the power of attorney. | | |
| 4 | Photocopy of PAN/GST No. and income tax return submitted upto 2017-18 for last two years duly self-attested | | |
| 5 | Capital Asset: The capital asset of the participant (s) at the end of the year shall be at least 50.00 lakh (Rs. Fifty lakh). Photocopy of the balance sheet showing the capital asset verified by the chartered accountant shall be submitted. Original shall be produced at the time of R.F.P. | | |
| 6 | Address proof | | |
| 7 | Specimen signature duly attested by the gazetted officer in original. | | |
| 8 | Declaration regarding clean track record in the attached format. | | |
| <p>Note: The tenderer shall produce the original documents at the time of opening the tender.</p> | | | |

**Signature of the Tenderer
with full address**

Financial Bid

Schedule of Tender

Last date of receipt of R.F.P. 30.11.2018 - 2.00 P.M
Time and date of opening of R.F.P. : 30.11.2018 - 3.00 P.M

Participant's postal address:

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To,
The Director,
Sanjay Gandhi Biological Park, Patna

Sir,

I/We hereby submit my offer to undertake supply, maintenance and operation of 'Eco-friendly Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 child/adult within the Botanical Section of Sanjay Gandhi Biological Park, Patna (Patna Zoo) for the period from 01.01.2019 to 31.12.2023 (dates may be changed by the Director, SGBP, Patna, if required) as follows:-

| Name of vehicle | Rate per month per vehicle | |
|------------------------------------------------------------------------------------------------------------------------|----------------------------|----------|
| | In figure | In words |
| Battery Operated Trackless Toy Train with 02 to 04 bogies having sitting capacity of 30-40 passengers (one no.) | | |

- I/ We shall be bound to pay the annually increased rate @ 10% also.
- I/ We shall be bound by the terms & conditions issued in regard to this Tender and communication of acceptance dispatched within the prescribed time.
- I/We have thoroughly understood the conditions of contract received with the tender notice and have accepted the terms and conditions of this tender.
- I/We have enclosed a Bank draft of Rs. 50,000/- (Rupees fifty thousand only) in your favour as earnest money with the Technical bid and the same shall be forfeited to the Government, if I/We withdraw my/our tender before the prescribed date or in the event of its acceptance or fail(s) to deposit the prescribed security money on due date. I/We are being permitted to tender in consideration of the stipulation on my/our part that after submitting my/our tender, I/We will not refuse from the offer or modify the terms and conditions thereof.
- I/We agree that if this tender is accepted, I/We shall furnish security of 25% of the annual license fee for the due fulfilment of the agreement in the form of STDR pledged in favour of the Director, Sanjay Gandhi Biological Park, Patna.
- I/We hereby declare that the entries made in tender form be bound by the Act of my/our duly constituted attorney Mr. who has signed this tender and of any other person who is future may be appointed by me/us in his stead to come on the business of the concern when an intimation of such change is given to the Director, Sanjay Gandhi Biological Park, Patna.

Yours faithfully

Signature of the tenderer,
Address:

Declaration Regarding Clean Track Record

(Date)

To,

The Director,
Sanjay Gandhi Biological Park,
Patna.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding Selection of Agency for supply, maintenance and operation of Eco-friendly Battery Operated Trackless Toy Train within the Botanical Section of Sanjay Gandhi Biological Park, Patna. I hereby declare that my Company has not been debarred/ black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

Signature of the participant.

Printed Name

Designation

Seal

Date:

Business Address:

Documentary Proof Required:

- Certificate from the Company Secretary/Authorised Signatory to the effect that the Bidder is not blacklisted by any Ministry/ Department of Government of India or State Government as per the format provided above.

**Route chart and fare structure for operation of Trackless Train in
Sanjay Gandhi Biological Park, Patna**

Route no.- 1

Starting point - Gate no.- 1

1st stop – Fern House

2nd stop – Back of Children Garden

3rd stop – Medicinal Garden

4th stop – Gate No. 2

Route no.- 2

Starting point - Gate no.- 2

1st stop - Medicinal Garden

2nd stop Back of Children Garden

3rd stop – Fern House

4th stop – Gate No. 1

Fare structure - Rs. 30/- per person per trip

- Rs. 10/- per child till 10 years of age
- -Rs. Nil for children upto 3 years of age

**Director,
Sanjay Gandhi Biological Park, Patna.**