

**BANGALORE DIVISION-COMMERCIAL/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: NFR-YPR-BIKEPACKING

Closing Date/Time: 28/04/2021 15:00

Sr. Divisional Commercial Manager acting for and on behalf of The President of India invites E-Tenders against Tender No **NFR-YPR-BIKEPACKING** Closing Date/Time 28/04/2021 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Contractors are allowed to make payments against this tender towards tender document cost and earnest money only through only payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

NIT HEADER

Tender Title	TWO-WHEELERS AND PARCELS PACKING AT YESVANTPUR RAILWAY STATION FOR A PERIOD OF THREE YEARS		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	28/04/2021 15:00	Date Time Of Uploading Tender	05/04/2021 18:07
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	1566630.00	Tendering Section	PUBLICITY
Bidding Style	Single Rate for Tender	Bidding Unit	Rs.
Earnest Money /Bid Security (Rs.)	94000.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	3600.00	Period of Completion	3 Years
Contract Type	Earning	Contract Category	Miscellaneous
Are Joint Venture (JV) firms allowed to bid	Yes		
Ranking Order For Bids	Highest to Lowest	Escalation Clause Applicable	No

SCOPE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Amount	Bidding Unit
Schedule : 01-ESTIMATED VALUE FOR FIRST YEAR OF CONTRACT					1566630.00	
	01	1.00	Year	1566630.00	1566630.00	
01	Description:- ESTIMATED VALUE FOR THE FIRST YEAR OF CONTRACT FOR PACKING OF TWO-WHEELERS AND PARCELS AT YESVANTPUR RAILWAY STATION					

ELIGIBILITY CONDITIONS

Important : All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Net Worth of the tenderer shall be atleast two times the value of the bid as on a date not earlier than one month of applying for the tender. A Net-Worth certificate issued by a Chartered Accountant or Copies of Profit & Loss and balance sheet statement, duly certified by a Chartered Accountant may be uploaded as proof. (Annexure -I)	No	No	Allowed (Mandatory)
2	The Bidder should have been be a Tax Assessee since the last three years. Copy of IT returns for last three financial years should be uploaded	No	No	Allowed (Mandatory)
3	If the tenderer has/had any existing contracts with the Railways, then a Non-Defaulter Certificate as given in Annexure -II should be furnished. For tenderers who have not had any previous contract with the Railways, a self-declaration in regard of being a Non-Defaulter with the Railways has to be uploaded.	No	No	Allowed (Mandatory)
4	Copy of the PAN card of the bidder has to be uploaded.	No	No	Allowed (Mandatory)
5	The bidder must possess GST registration. Copy of GST registration must be uploaded.	No	No	Allowed (Mandatory)
6	Bank Account Details to be furnished as in the proforma provided in Annexure III	No	No	Allowed (Mandatory)
7	As a proof of address, a copy of Aadhar Card/Ration Card/ Electricity Bill/Passport/Election Card or any other authentic document has to be uploaded	No	No	Allowed (Mandatory)

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Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer should have completed 18 years of age. In case of a business entity, the person authorised to participate in the tender shall have completed 18 years of age. Self-attested proof of the same to be uploaded	No	No	Allowed (Mandatory)
2	The tenderer should be one among the below mentioned entities to participate in the tender and documents to support the same need to be enclosed. a) Individual/sole proprietorship b) Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013 c) A Bidding Consortium with supporting documents like MoU. (The Consortium members will be required to execute a Power of Attorney in favour of the Lead member and a Consortium agreement). d) Limited Liability partnership (LLPs)/Partnership firms. e) Joint Venture (Documents to prove above should be submitted by tenderer).	No	No	Allowed (Mandatory)
3	A covering Letter mentioning the details of the firm (in the case of partnership firm/Company/Consortium/Joint Venture) and an authorization letter from the other partners or Directors for participating in this tender is to be submitted. In case of Individual/Sole proprietorship, a covering letter explaining intent to participate in the tender may be submitted. Alternatively, the partnership agreement or the Memorandum of Association & Articles of Association of the company, Memorandum of Understanding of the Consortium or Joint Venture may also be uploaded.	No	No	Allowed (Mandatory)

Submission of Affidavit

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please submit a certificate in the prescribed format (please download the format from the link given below) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certificatio)	No	No	Allowed (Mandatory)

COMPLIANCE

Important : All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	HIGHLIGHTS OF THE TENDER	No	No	Not Allowed
1.1	SCOPE OF THE TENDER: The Contract is providing Two-wheeler and parcel packing services in Yesvantpur Railway Station	No	No	Not Allowed
2	REVENUE GENERATION BY THE SUCCESSFUL TENDERER:	No	No	Not Allowed
2.1	PACKING CHARGES FOR BIKES: The Successful Tenderer will be allowed to charge packing charges not exceeding Rs 375 + GST for bikes below 350cc and Rs 500 + GST for bikes of 350 cc and above	No	No	Not Allowed
2.2	OTHER SERVICES: For other value-added services like bike pick-up and drop, packing of parcels and other articles, special packing etc., a charge of cost + 10% may be collected.	No	No	Not Allowed
3	AREA AWARDED: A total area of 400 Sq ft will be awarded for executing the contract, of which a kiosk of no more than 200 Sqft may be constructed and the remaining area shall be earmarked for packing and parking of two-wheelers and parcels.	No	No	Not Allowed
4	TENURE: The contract shall be for a period of 3 (Three) years.	No	No	Not Allowed
5	ESTIMATED VALUE: This tender is being floated on the Estimated Value concept, as against the Reserve Price concept where the bidder had to invariably quote above the Reserve Price. Here, the reasonableness of the highest quote, even if below the Estimated Value may be considered by the Tender Committee.	No	No	Not Allowed

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5.1	EARNEST MONEY DEPOSIT (EMD): The Earnest Money shall remain deposited with the Railways for the period of 90 days from the date of opening of tenders. If the validity of the offer is extended, the validity of the Earnest Money Deposit shall also be deemed to be extended for the same period.	No	No	Not Allowed
5.2	No interest will be payable by the Railways on the Earnest Money	No	No	Not Allowed
5.3	The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer	No	No	Not Allowed
5.4	The Earnest Money of the successful tenderer will be either adjusted towards Security Deposit or will be refunded to the tenderer if Security Deposit is paid in full.	No	No	Not Allowed
5.5	The Earnest Money of the unsuccessful tenderer/s shall be returned to the tenderer within reasonable time after finalization of the tender, but Railway shall not be liable for any loss or depreciation of the EMD while in their possession nor be liable to pay interest thereon	No	No	Not Allowed
5.6	No reference to the previous deposit of Earnest Money & Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any Security Deposit against present tender will not be entertained	No	No	Not Allowed
6	SECURITY DEPOSIT: Security deposit of Rs 17,22,744 (Rupees Seventeen lakhs, Twenty Two thousand, Seven hundred and Forty Four) shall be remitted by way of an irrevocable Bank Guarantee issued from a Scheduled Commercial Bank (format enclosed in Annexure IV) or Fixed Deposit Receipt drawn in favour of Senior Divisional Finance Manager, South Western Railway, Bengaluru Division	No	No	Not Allowed
6.1	The successful tenderer shall furnish security deposit within 15 days from the date of receipt of letter of award.	No	No	Not Allowed
6.2	Railway Administration shall have right to adjust the security deposit in part/in full for any loss sustained by the Railway in dues whatsoever arising out of this contract or due to any breach of the agreement. No interest will be paid on the Security Deposit.	No	No	Not Allowed
6.3	Security deposit will be refunded on satisfactory completion of the contract period taking into consideration that all Railway dues are cleared including dues raised by other Railway Departments like Engineering, Electrical etc if any. The Successful Tenderer will have to submit a No Claim certificate to the Railway Administration before their Security deposit is released	No	No	Not Allowed
7	LICENSE FEE: The license fee (as quoted by the successful tendered and accepted by the Railway Administration) for each year will be paid on Quarterly basis.	No	No	Not Allowed
7.1	The Successful tenderer must deposit with the Railway Administration in advance the first Quarterly License fee, within 15 days from the date of receipt of Letter of Award. The Quarterly license fee for each subsequent Quarter must be paid one month in advance of the period to which it is related	No	No	Not Allowed
7.2	In the event of failure to deposit the Licence fee within 15 days from the date of issue of letter of allotment, the Railway Administration shall be at a liberty to terminate the contract and forfeit Earnest Money Deposit	No	No	Not Allowed
7.3	The licence fee and other dues payable to Railway Administration from time to time should be paid in full to the Railway Administration in the form of Demand Draft, unless directed otherwise, drawn in favour of Sr. Divisional Finance Manager, Bengaluru Division, South Western Railway.	No	No	Not Allowed

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7.4	<p>FAILURE TO PAY LICENCE FEE: If the Successful Tenderer fails to pay the Quarterly licence fee and other charges due within the stipulated time, he/she/they liable to pay liquidated damages at the rate of 18 percent annum to be reckoned from the date on which the Licence Fee became due to the date of actual payment. The delayed payment of licence fee should not exceed two months from the due date of remittance in any given half year. (This provision will not give rise of any right to postpone the payment due). After 30 days of default in payment, a notice will be served to Successful Tenderer in this regard stating that "Security Deposit will be forfeited on failure to remit Licence fee within 30 days from issue of this letter". After the period of 60 days, if Successful Tenderer persist to default, then Railway Administration shall be at liberty to forfeit the Earnest Money/Security deposit and terminate the contract, without serving any further notice. The Railway Administration shall initiate eviction proceedings within span of three (3) days and cost of such removal shall be borne</p>	No	No	Not Allowed
8	<p>The "Letter of Award" will be issued soon after the finalization of tender which will specify the Security deposit to be paid within 15 days from the date of receipt of "Letter of Award". First Quarterly licence Fee to be remitted within 15 days from the date of receipt of "Letter of Award"</p>	No	No	Not Allowed
8.1	<p>The contract will commence from the day the party begins the contract or from the 15th day of date of receipt of LOA, whichever is earlier.</p>	No	No	Not Allowed
8.2	<p>For any clarification required, and any modification or correction should be given for consideration within a week of issue of Letter of Award by Railways. The same is subject to approval by the Railway Administration and Railways is not necessarily bound to accept the same.</p>	No	No	Not Allowed
9	<p>TERMINATION: The contract can be TERMINATED in case of breach of any conditions of the contract as: - i) Non-payment of first quarter Licence Fee and Security Deposit within the requisite time. ii) Non-payment of licence fee after commencement of the contract beyond 60 days from the due date iii) Not adhering to safety and tender clauses, in which case, Railway Administration shall reserve right to terminate the contract and Security Deposit and/or Licence fee (if any) shall be forfeited. In such event of termination, the assets of the Successful Tenderer shall be removed from the Railway premises at his own cost within 3 days from the date of receipt of termination notice. If the Successful Tenderer fails to remove it within the period specified above, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit.</p>	No	No	Not Allowed
9.1	<p>Railway administration reserves the right to terminate the contract with a notice of 30 days for sake of administrative reasons. In the event of such termination of the contract, the Security Deposit will be refunded after removal of the material of the Successful Tenderer from the Railway premises at his own cost, within 3 days from the date of completion of One month of intimation vide the Termination Notice. If the Successful Tenderer fails to remove the materials within the period specified above, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit. Railway shall not be liable to pay any compensation for above said termination.</p>	No	No	Not Allowed
9.2	<p>FORECLOSURE: The successful tenderer can terminate the agreement without assigning any reason/reasons by giving notice of not less than 90 days and the Successful Tenderer shall not be entitled for any damages or compensation. However, the successful tenderer cannot foreclose the contract within one year of commencement of contract. If the contract foreclosed within one year, the Security Deposit will be forfeited</p>	No	No	Not Allowed
10	<p>AGREEMENT: An agreement shall be executed by the successful tenderer/s on non-judicial stamp papers of due value in the State, with the President of India acting through the Senior Divisional Commercial Manager, Bengaluru Division, South Western Railway, Divisional Railway Manager's Office, Bengaluru- 560023, and the charges or taxes for the same shall be borne by Successful Tenderer. Until a formal agreement is prepared and executed, acceptance of this tender with the terms of the tender document and Letter of Award issued shall constitute a binding contract between the successful Tenderer and the Railway Administration, subject to any modifications, as may be mutually agreed.</p>	No	No	Not Allowed

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11	COMPENSATION OR REFUND (i) If, for any reason the Administration is not able to honour whole/part of the contract and considers it necessary to cancel the offer, agreement, or running contract, no compensation will be payable for such cancellation except refund of the proportionate amount of licence fee paid for the contract, without any interest. No appeal against this decision will be entertained (ii) The Railway Administration shall not be responsible for any loss or damage caused to the Successful Tenderer due to total or partial discontinuance of the contract for any reasons whatsoever, save and except for the proportionate refund in Licence Fee	No	No	Not Allowed
12	Penalty Clause: (i) In case of breach of any of the terms and conditions of the agreement, the Railway Administration has the right to impose a penalty, subject to the following maximum amount, per instance: ACM Rs 10,000; DCM Rs 15,000; Sr.DCM Rs 20,000; CCM Rs 25,000/- (ii) The Successful Tenderer shall be liable to pay damage upto a sum as decided by the Administration for misconduct or breach of provisions of this agreement as the part of the Successful Tenderer or any of his agents, workmen to observe or perform of the terms and condition of the contract (iii) Penalty shall be levied, if Successful Tenderer or licensee's staff is found drunk/indulging in bad conduct, creating nuisances on duty or any offence committed detrimental to the interests of the Railway administration. (iv) In addition to the above, in case of any additional space/facilities is availed by the Successful Tenderer without approval, proportionate licence fee as well as other charges and penalties may be levied as may be decided by the Railway Administration.	No	No	Not Allowed
13	RATES DURING NEGOTIATION: The tenderer/s shall increase his/ their quoted rates in case the Railway Administration negotiate for increase in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s	No	No	Not Allowed
14	The Successful Tenderer shall ensure provision for systematic parking of the two-wheelers after packing without disrupting movement of men or materials around the parcel office.	No	No	Not Allowed
15	At all times during the Tenure, Successful Tenderer shall maintain a high standard of cleanliness in and around the allotted area on round the clock basis.	No	No	Not Allowed
16	The Successful Tenderer shall cooperate with the Railway Administration during inspections conducted by the Railway officials to ensure that high quality of service is provided to the passengers.	No	No	Not Allowed
17	The successful tenderers should keep all the relevant records such as allotment letter, all payment details paid to the Railways in a proper file in the allotted premises. These documents should be made available for any inspecting official at any time.	No	No	Not Allowed
18	The Successful Tenderer has to install computerized receipt system/hand held devices for keeping records of the bookings. In case of failure of computer system, manual receipts should be issued to the passengers at the cost of Successful Tenderer.	No	No	Not Allowed
19	The Successful Tenderer will use the allotted space exclusively for two-wheeler and parcel packing services only and shall restrict themselves to the scope of work defined. Any other work/ services shall be treated as violation of the agreement. In such a case Railway administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Successful Tenderer from participating in similar kind of contracts on Indian Railway for next one year and render him liable to forfeiture of his Security Deposit.	No	No	Not Allowed

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20	Appointment and payment of Staff: (i) The Successful Tenderer shall employ sufficient number of staff for operation, maintenance, smooth working, clearing and housekeeping of the contract and allotted area. (ii) The antecedents of the employees have to be investigated/ certified by the police authorities. The expenses for such verification are to be borne by the Successful Tenderer. (iii) Successful Tenderer shall ensure that the staff engaged are well groomed, wear proper uniforms (as approved by Railway Administration) badges, carry photo identity cards and display them at all times. (iv) Further the staff should be courteous and attend to the needs of the passengers promptly. (v) It shall be the Successful Tenderer alone who shall be responsible for the payment of salaries, bonus, gratuity, overtime leave wages provision of uniform, annual leaves, etc to the staff. (vi) Sufficient number of staff as per requirement for the smooth working of packing services, cleaning and housekeeping shall be employed in each shift of eight(8) hour each.	No	No	Not Allowed
21	Fire Extinguisher: The Successful Tenderer shall ensure availability of portable fire extinguishers at his own cost and the staff engaged should have knowledge of operation of the equipment.	No	No	Not Allowed
22	Right of User only: The Successful Tenderer will only provide the two wheeler and parcel packing services and will have the right of user only on lease and license basis. The staff engaged by the Successful Tenderer in discharge of the obligations under this licence, including rendering services of public, are not entitled for any employment by or with the Railways.	No	No	Not Allowed
23	Right to make substitute arrangement in the event of unsatisfactory services etc. by the Successful Tenderer: in the event of unsatisfactory/ poor service, persistent complaints from passenger, any failure or default at any time on the part of the Successful Tenderer to carry out the terms and conditions of the agreement to the satisfaction of the Railway (who will be sole judge ad whose decision shall be final) then without prejudice to any other remedy that may be available to the Railway under this contract or otherwise, the Railway reserves the Right to make any substitute arrangement in any manner, it may deem fit, at the cost and risk of the Successful Tenderer.	No	No	Not Allowed
24	Suggestion/ Complaint Book: The Successful Tenderer shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/ complaints without any difficulty. This book shall be serially numbered and pre-authenticated by the Railway.	No	No	Not Allowed
25	Maintenance of proper records: The Successful Tenderer shall maintain proper and full records namely viz. vouchers, bills, tax paid etc. pertaining to the contract and make it available for inspection by the Railway officials. Railway shall have the right to inspect and audit records of the Successful Tenderer. The Successful Tenderer shall submit to The Railway administration can ask for a periodical statement of accounts of income and expenditure, for any period as deemed fit, during the currency of the contract.	No	No	Not Allowed
26	Compliance of instructions: The Successful Tenderer shall comply with all the instructions issued by the Railway from time to time as may be necessary to ensure better services. The Successful Tenderer shall furnish all information, record etc. within 5 days or as may be required by the Railway from time to time, failing which the Railway reserves the right to impose suitable penalties on the Successful Tenderer including the termination of the agreement.	No	No	Not Allowed
27	Identity cards/ Labour platform permits: The staff deployed shall be above 18 years of age and always possess Identity cards authorised by this office, which should be produced on demand by the Railway authorities or passengers. All staff shall obtain Police Verification certificates, which should be produced on demand for verification by Railway Authorities.	No	No	Not Allowed
28	The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Railway administration without delay. No claim for the misinterpretation shall be entertained	No	No	Not Allowed
29	WRONG INFORMATION BY TENDERER: If the tenderer deliberately gives wrong information in his/their tender, creates circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage	No	No	Not Allowed
30	COMMISSION: The tenderer should quote the amount without expecting any commission. Since this is an open tender process, no commission will be payable to any of the tenderers. No offer to be quoted as "On client basis/For client"	No	No	Not Allowed

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31	The construction of the kiosk should be carried out under supervision of staff of Engineering department. The party should approach SSE/Works/SBC with proper authority to take prior permission to start the work.	No	No	Not Allowed
32	INDEMNITY :	No	No	Not Allowed
32.1	The Successful Tenderer 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 their personnel under employment or otherwise engaged by them in discharge of their duties connected with the contract, including claims under the Workmen's Compensation Act. The Railway Administration accepts no responsibility for any loss damage of materials belonging to the Successful Tenderer, no matter howsoever caused	No	No	Not Allowed
32.2	The Successful Tenderer agrees to indemnify the Railway Administration against any loss or damage to the property of the Railway Administration and/or against any claims under any Act in force including Workmen's Compensation Act made for the employee of the Railway Administration or any Third party for death, disablement or injury to persons whatsoever, arising out of or in any way of compensation, costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the Successful Tenderer to the Railway Administration immediately on demand.	No	No	Not Allowed
32.3	To indemnify Railways against any claims resulting out of damage to two-wheelers, parcels, damage to property belonging to the passengers/customers arising out of or in any way of compensation, costs, charges or expenses in connection with this contract.	No	No	Not Allowed
32.4	The Successful Tenderer undertakes to indemnify the Railway against fine, penalty, costs etc. imposed on the Railway by any authority due to contravention of any law statute etc. of the State or Central Government or local bodies by the Successful Tenderer in the course of the contract, which is contrary to such laws	No	No	Not Allowed
32.5	The Successful Tenderer shall comply with all relevant statute including Contract Labour (Abolition and Regulation) Act and Rules, Payment of Wages Act, Minimum Wages Act and other Labour Laws and keep the Railway Administration indemnified against any claims arising out of said Laws.	No	No	Not Allowed
33	Consumer Forum Cases: During the period of contract if any consumer case arises due to any reason concerning the activities of the successful tenderer, the liability will rest with the successful tenderer. Any amount paid by the Railway Administration by way of compensation/charges/expenses in this connection will be considered reasonable and will have to be reimbursed by the successful tenderer to the Railway Administration immediately on demand. The successful tenderer should indemnify the Railway Administration towards any compensation or orders or award under the Consumer Protection Act. The successful tenderer shall be responsible for the observance of the provision of Hours of employment regulations Act, Payment of wages Act or any other Act	No	No	Not Allowed
34	The responsibility to comply with the provisions of various labour laws of the country shall be that of the Successful tenderer. Successful tenderer shall specifically ensure compliance of various laws/Acts, including but not limited to with the following and their re-enactments/amendments/ modifications: (a) The payments of Wages Act 1936 (b) The Minimum Wages Act 1948 (c) The factory Act 1948 (d)The Workmen Compensation Act, 1923 (e) The Employees Provident Fund Act and miscellaneous Act, 1952 (f) The Contract Labour (Regulation and Abolition) Act 1970 Rules 1971 (g) The Payment of Bonus Act 1965 (h) The Payment of Gratuity 1972 (i)The Equal Remuneration Act 1976 (j) The Employees State Insurance Act 1948 (k)The Industrial Disputes Act 1947 (l)The Employment of Children Act 1938 (m)The Motor Vehicles Act 1988 along with GSRM 728-E dated 18/10/98 (n) The Hours of Employment Regulations (o) Regulations of Employment and welfare Act 1969.	No	No	Not Allowed
35	The Successful tenderer shall fully indemnify the Railway Administration against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in Railway Administration facility	No	No	Not Allowed

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35.1	GST or any other tax:-The payment of the GST or any other TAX shall be liability of the Successful Tenderer and same shall be paid immediately as per laid norms. The Successful Tenderer shall have to pay all cess/taxes/assessments and any other charges whatever payable or hereafter becomes payable to the Government, Municipality and shall abide by the rule/law of land in force. Railway will not be responsible for these taxes	No	No	Not Allowed
36	The successful tenderer recognizes that the Railway Administration reserves the rights to carry out inspection through any of its official to ensure that the operation and management of the contract is being done as per terms and conditions of the Tender Documents, Agreement and in accordance with the directions of the Authority	No	No	Not Allowed
37	Force Majeure: The Successful Tenderer shall agree that no party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligation under this agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such party including but not limited to Government legislation, fires, floods, earthquakes, epidemics, wars, riots and/or act of God, Government strikes and lockout. The party claiming an event of force Majeure shall promptly notify the other parties in writing full particulars of the cause or event and also keep the other parties informed of any further developments. The party so affected shall use its best efforts to remove the cause of non-performance, and the parties shall resume performance hereunder with utmost dispatch when such cause is removed. A condition of force Majeure shall not relieve any party of any obligation due to under this Agreement prior to the event of force Majeure. Subject to, as otherwise provided in this agreement, all notices to be given on behalf of the President and all other action to be taken on his behalf may be given or taken on his behalf by the Divisional Railway Manager (Commercial), Bengaluru, South Western Railway	No	No	Not Allowed
38	If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Successful Tenderer and the Licensor, upon or in relation to or in connection with or arising out of the agreement, shall be resolved through arbitration as per the latest provisions of GCC (Works).	No	No	Not Allowed
39	Courts at Bengaluru alone shall have exclusive jurisdiction over any dispute arising out of this tender / contract	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	SCOPE OF WORK:	No	No	Not Allowed
1.1	Packing of Two-Wheelers and other parcels/luggage of passengers as per requirements of the passengers.	No	No	Not Allowed
1.2	Add-on services like pick-up and drop of two-wheelers, special packing etc may be done after obtaining approval of the Railways	No	No	Not Allowed
2	MAXIMUM PRESCRIBED CHARGES TO BE COLLECTED	No	No	Not Allowed
2.1	A maximum charge of Rs 375 + GST may be charged for bikes below 350cc	No	No	Not Allowed
2.2	A maximum charge of Rs 500 + GST may be charged for bikes of 350cc and above	No	No	Not Allowed
2.3	For other packing services and add-on services, a maximum charge of cost + 10% may be collected	No	No	Not Allowed
2.4	The charges being levied must be informed to this office in writing as well as prominently displayed at the location	No	No	Not Allowed
3	AREA ALLOTTED AND CONSTRUCTION OF KIOSK	No	No	Not Allowed
3.1	A maximum of 400 Sq Ft will be allotted of which not more than 200 Sq Ft may be utilised for construction of a kiosk	No	No	Not Allowed
3.2	The remaining area shall be used to packing and parking of packed vehicles, parcels etc	No	No	Not Allowed
3.3	The kiosk shall be constructed under the supervision of SSE/WORKS/SBC and CMI/PARCELS/SBC.	No	No	Not Allowed
3.4	No advertising or branding shall be allowed on the kiosk except of display of details of your business/products, charges levied, services offered etc.	No	No	Not Allowed

**BANGALORE DIVISION-COMMERCIAL/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: NFR-YPR-BIKEPACKING

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4	No other Commercial Ventures shall be allowed in the allotted areas except for what is defined under the scope of this tender.	No	No	Not Allowed
4.1	The Successful Tenderer shall not engage in or permit any advertisement/ publicity/ sponsorship activity, directly or indirectly, in the premises of the allotted area. Any violation in this regard shall invite punitive measures by the Railway Administration including termination of the contract and forfeiture of Security Deposit	No	No	Not Allowed
5	ELECTRICITY :	No	No	Not Allowed
5.1	Electricity, wherever provided by the Railways, shall be on chargeable basis.	No	No	Not Allowed
5.2	Connection for Electricity shall be obtained from Sr.DEE/SBC as per extant procedures for the same.	No	No	Not Allowed
6	RENEGOTIATION OF LICENCE FEE DURING CONTRACT PERIOD: Railways reserves the right to conduct sales surveys, and renegotiate the Licence Fee after the first year of contract, in case of a significant change in the number of vehicles being packed.	No	No	Not Allowed
6.1	The decision for which initiating such a survey and negotiation shall rest with the Railway Administration alone.	No	No	Not Allowed
6.2	The Licensee shall have the option terminate the contract after the notice period if such re-negotiated Licence Fee is not acceptable	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I / We having read, understood and unconditionally accepted the terms and conditions in the tender document, hereby accept to enter into the contract for Two-wheeler and parcel packing services at Yesvantpur Railway Station for a period of Three (03) years and agree to ensure complaint free service to the Railway administration	No	No	Not Allowed
2	I / We sincerely affirm and swear that I / we will take up and perform the contract, if my / our tender is accepted. I /We bind myself / ourselves jointly and severally to all terms and conditions and rules laid down in the tender document and undertake to execute an agreement embodying the terms and conditions	No	No	Not Allowed
3	I/We state that I am an/ We are Indian citizen/s and am/are mentally sound as well as legally eligible to respond to the tender	No	No	Not Allowed
4	I / We agree that I / We will not withdraw the offer before the Railway administration accepts or rejects the same or before 90 days (Ninety Days) from the date of opening of tender, whichever is earlier and in the event of my / our withdrawing the same, the amount deposited towards earnest money deposit (EMD) by me / us shall be forfeited by the Railway administration.	No	No	Not Allowed
5	In the event of my / our tender being accepted, and in the event of failure on my / our part to comply with all or any of the conditions within the stipulated time, the amount deposited towards earnest money deposit (EMD) by me / us shall be forfeited and appropriated by Railway administration, not as penalty but as ascertained liquidated damages without prejudice to any right of the Railway administration to claim damages from me / us for breach of contract.	No	No	Not Allowed
6	I / We agree and understand that the Railway administration reserves the right to reject my tender without any reason whatsoever and the decision of the Railway administration shall be final and binding on me / us. I / We also agree and understand that the Railway administration reserves the right to discharge the tender, at any stage without assigning any reasons	No	No	Not Allowed
7	I understand that packing of two-wheelers is not compulsory under extant Railway Rules and am bidding for this tender with the full knowledge that this is an optional service for the customers	No	No	Not Allowed
8	I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that my tender is liable to be rejected along with forfeiture of EMD amount	No	No	Not Allowed

Documents attached with tender

S.No.	Document Name	Document Description
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**BANGALORE DIVISION-COMMERCIAL/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: NFR-YPR-BIKEPACKING

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1	AnnexureI.PDF	Net Worth Certificate
2	AnnexureII.pdf	No Due Certificate
3	AnnexureIII.pdf	Bank Details
4	AnnexureIV.pdf	BG Proforma

Signed By: DR.KRISHNAREDDY ARIKUNTENARAYANASWAMY

Designation : Sr.DCM/SBC