GOVERNMENT OF INDIA
SOUTH CENTRAL RAILWAY
HYDERABAD DIVISION

TENDER DOCUMENT

FOR

OPERATION AND MAINTENANCE OF PARKING STAND CONTRACT
AT ______________ RAILWAY STATION

KEY INFORMATION

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<td>Period of Contract</td>
<td>Three (3) Years</td>
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<tr>
<td>Cost of Tender Document</td>
<td>Non-refundable amount of Rs.2,800/- (including GST)</td>
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<td>Earnest Money Deposit (EMD)</td>
<td>Rs._____________ (Rupees _______ only)</td>
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<td>Last Date for Sale of Bid</td>
<td>28-12-2018 up to 15.00 hrs</td>
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<td>Last Date for Submission of Bid</td>
<td>31-12-2018 up to 12:00 hrs</td>
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<td>Opening of Bids</td>
<td>31-12-2018 at 12:15 hrs</td>
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<tr>
<td>Contact Authority</td>
<td>Office of the Senior Divisional Commercial Manager HYDERABAD DIVISION SOUTH CENTRAL RAILWAY Phone: 040-27785188 , Email: <a href="mailto:srdcm@hyb.railnet.gov.in">srdcm@hyb.railnet.gov.in</a></td>
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<td>S.No</td>
<td>Description</td>
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Signature of tenderer
1. **Hyderabad Division, South Central Railway** (herein after mentioned as “Railway”) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by Railway or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Railway shall not be liable in any manner.

2. Railway will have NO liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or under any law for the time being in force otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway or otherwise arising in any way from the Bidding process of the License.

3. The issue of this Document does not imply that Railway is bound to select the Bidder or to appoint the Selected Bidder. Railway reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. Railway also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.

4. Railway reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all Bidders who have bought the bid document.

   **Each Bid document must be accompanied with self-attested photo copies of documents**
TENDER NOTICE

Tender Notice No: Y/C.300/CS/Tender/Notification-4/2018-19   Dt. 23-11-2018

1. For and on behalf of the President of India, Senior Divisional Commercial Manager (Sr.DCM), Hyderabad Division, South Central Railway invites sealed bids on open, competitive, single packet tender system for award of license to collect General parking charges in the Cycle/ Motor Cycle/ Scooter and Car parking Stands at ____________ Railway Station for a period of Three (03) Years.

2. The Scope of Work: Extending Parking Service to Railway Customers/ Employees at Cycle/Motor Cycle/Scooter and Car Parking Stand (s) at ____________ Railway Station for a period of Three (03) Years.

3. Sale of Tender Documents: The interested Bidders may purchase prescribed “Bid Documents” in person, by submitting original money receipt issued towards cost of tender form (non refundable) by Cash Office of Hyderabad division, from the Railway office at the address given below between 10.00 hrs to 17.00 hrs on all working days from 26-11-2018 and up to 15.00 hrs of 28-12-2018

   Address for Communication:

   Senior Divisional Commercial Manager, Hyderabad Division, South Central Railway, Hyderabad Bhavan, Secunderabad-500025.
   Tele: 040-27785188,
   Email: srdcm@hyb.railnet.gov.in

4. Tender document can also be downloaded online from the website http://www.scr.indianrailways.gov.in. The bid must be accompanied by Cost of Tender Document of Rs.__________(Rupees _____________ only) in the form of Demand Draft/Banker’s Cheque drawn in favour of “Senior Divisional Finance Manager, Hyderabad Division, South Central Railway drawn on any Scheduled Commercial Bank in India, failing which, the offer will be summarily rejected duly forfeiting the Earnest Money Deposit.

5. Cost of Tender Form is inclusive of GST and it is non-refundable.

6. Cost of Tender Form in any other mode will not be accepted.

7. Earnest Money Deposit: The bid must be accompanied by Earnest Money Deposit (EMD) of 10% of the Tender Value i.e., Rs. ____________(Rupees _____________ only) in the form of Bank Demand Draft/ Banker’s Cheque drawn in favour of “Senior Divisional Finance Manager, Hyderabad Division, South Central Railway drawn on any Scheduled Commercial Bank in India (or) Money Receipt issued by Divisional Cashier, Cash Office, Hyderabad Division, failing which, the offer will be summarily rejected.

8. Earnest Money Deposit in any other mode will not be accepted.

   Signature of tenderer
9. **Submission of Tender forms**: Sealed Tender documents should be dropped in the designated box at the address given below not later than **12:00 hrs** on **31-12-2018**. Bids will be opened on the same day at **12:15 hrs** in presence of the bidder or his/her/their representative who choose to attend the tender opening. For allowing the representative during tender opening, an authority letter of the bidder is required. The onus of dropping the bid in the box well in time lies with the bidder.

10. **Late Bids**: Bids received after 12:00 hrs of due date will be summarily rejected.

11. In case Bid opening, date happens to be a holiday for the working of bid inviting office due to any unforeseen cause, the next working day of the office automatically becomes the bid opening date.

12. Each page of the tender document should be signed in full by the Bidder.

13. Railway reserves the right to accept/reject any or all Bids without assigning any reason thereof.

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Signature of tenderer
INSTRUCTIONS TO BIDDERS REGARDING TENDER FORMS
DOWNLOADED FROM INTERNET

1. Tender document can be downloaded from the internet and a printout is to be taken on A/4 size paper and details are to be entered by the bidder as required in the document. It is advisable that the downloaded tender document be printed through laser printer.

2. The tender document (in full) downloaded along with the various documents required to be attached as per the tender conditions should be put in a sealed cover duly super scribing with the name of the bid, tender notice number and date. Duly filled up tender document should be dropped in the tender box kept in the office specified in the tender document before the date and time stipulated in the tender document.

3. As the Tender form is downloaded from the website, then the cost of tender document will have to be submitted by the bidder along with the tender in the form of Bank Demand Draft/Banker’s cheque drawn in favour of “Senior Divisional Finance Manager, Hyderabad Division, South Central Railway”. The Demand Draft/ Banker’s Cheque towards Cost of Tender Form’ should be enclosed (separately) and should not be clubbed with EMD amount. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tenders not accompanied with the demand draft / Banker’s Cheque towards the cost of tender form will be summarily rejected, duly forfeiting the Earnest Money Deposit

4. The Earnest Money Deposit required for this work as stipulated in the tender document should be submitted in the form of a separate Demand Draft/Banker’s Cheque, etc.

5. Bidders are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Bidder to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Bidder shall download corrigendum/s and addendum/s (if any), print it out, sign and attach it with the main tender document. Normally, corrigendum/s or addendum/s will not be issued in the Ten (10) days prior to the date of opening of tender. Tender document not accompanied by published corrigendum/s and addendum/s will be liable to be rejected. The Railway will not be responsible for any delays/delay in downloading of tender document from the internet.

6. In case of revision in policy guidelines from railways, there will be no restriction in the time limit for issue of corrigendum/s or addendum/s.

7. The bidder may please note that the rate to be quoted in the Price Bid should be written in both figures and in words. Bidder should not use red and/or green ink in the tender form is strictly prohibited. Tender forms filled in using Signature of tenderer
red and/or green ink will be summarily rejected. Each page of tender
document should be signed in full by the bidder.

8. Bidder/s are free to download tender document at their own risk and cost for
the purpose of perusal as well as for using the same as tender document for
submitting the offer. Master copy of the tender document including
corrugendum/s and addendum/s issued if any, is available in the office of the
Senior Divisional Commercial Manager, Hyderabad Division, South Central
Railway, inviting tender. After award of work an agreement will be prepared
based on the master copy of tender document available in the above-
mentioned office. In case of any discrepancy between the tender document
downloaded from the internet and the master copy of above-mentioned office
including corrigendum/s and addendum/s issued if any, the latter shall prevail
and will be binding on the bidder(s). No claim on this account will be
entertained.

9. If any change/addition/deletion is made by the Bidder/Licensee in the tender
document/ Contract agreement and the same is detected at any stage even
after the award of the tender, full earnest money deposit/balance license
fee and security deposit will be forfeited, and the contract will be
terminated. Further, the bidder/licensee will be debarred from participating in
future Parking Contract tenders over South Central Railway for a period of
Three (3) years and/or prosecuted. In addition, Sr.DCM at his discretion may
also terminate other parking contracts being executed by the tenderer on the
division duly forfeiting Security Deposit and License Fee of those contracts.

10. The following declaration should be given by the bidder while submitting the
tender:

   Declaration

10.1 I/We have downloaded the tender form from the internet website
http://www.scr.indianrailways.gov.in and I/We have not tampered/ modified
the tender forms in any manner. In case, the downloaded tender form is found
to be tampered/ modified, I/We understand that my/our tender will be
summarily rejected and full earnest money deposit will be forfeited and I/We
am/are liable to be debarred from participating in future parking tenders over
South Central Railway for a period of three (3) years and/or prosecuted. Further, I/We am/are aware that Sr.DCM at his discretion can terminate
my/our other parking contracts being executed by me in the division duly
forfeiting License Fee and Security Deposit of those contracts.

Signature of tenderer
10.2 I/We declare that I/We have not been debarred/black-listed from participating in bidding process of parking contracts in any of the Divisions of South Central Railway.

10.3 I/We are submitting Demand Draft / Banker’s Cheque vide No.______ dated _______ issued by _____________(Bank), __________ (Branch) for Rs. ______________ in favour of “Senior Divisional Finance Manager, Hyderabad Division, South Central Railway, (or) Money Receipt No._________ issued by Divisional Cashier, Railway Cash Office, Hyderabad towards the ‘Cost of Tender Form’.

10.4 I/We are submitting Demand Draft / Banker^s Cheque vide No._________ dated _______ issued by ______________________ (Bank), __________ (Branch) for Rs. ______________ in favour of “Senior Divisional Finance Manager”, Hyderabad Division, South Central Railway, (or) Money Receipt No._________ issued by Divisional Cashier, Railway Cash Office, Hyderabad towards the ‘Earnest Money Deposit’.

Signature of Bidder:

Date:

Address:

Mobile Number:

Signature of tenderer
Chapter – 1: Scope of Work

1.1. Main Objectives:

1.1.1 Appointment of a Licensee for Extending Parking Service to Railway Customers/Employees at Cycle/Motor Cycle/Scooter and Car Parking Stand at _____________ Station as per laid down guidelines and policy directives issued by Railways and any other statutory regulations for a period of Three (03) Years.

1.1.2 The Bidder once selected shall become “Licensee” and shall be liable to pay License Fee, Security Deposit, GST (as applicable), Cess, Electricity and any other charges as advised from time to time as per terms and conditions determined by the Railways.

1.2. Scope of Work:

The major components of scope are indicated below:

1.2.1 The Licensee shall be responsible to provide parking facility to rail customers in the earmarked parking area at railway premises round the clock and to collect user charges in the form of parking charges as approved by the Railway Administration from time to time.

1.2.2 The Licensee shall engage reliable and honest staff who will be required to manage and operate the parking lots in an orderly manner without any inconvenience to customers. The Licensee shall ensure that the staff engaged should maintain good conduct, etiquette, personal hygiene, politeness courtesy and improve customer’s satisfaction and experience. The Licensee shall ensure that the parking staff should be well groomed and wear proper uniforms as prescribed by Railway from time to time.

1.2.3 The Licensee shall provide covered shelter in a manner that it does not adversely affect the aesthetics of the station building or the circulating area of the station. In this regard, if licensee desires to make any temporary construction, it can be done only on prior permission of the Railway Administration. All the expenditure on account of providing covered shelter and temporary structures shall be borne by the Licensee.

1.2.4 The Licensee shall make their own arrangements for printing and issuing of serial numbered parking tokens along with counter foil indicating the Name of the Licensee, Cell Number, Name/Identification of Parking lot, Station, Date, Time of Entry and Exit of Vehicle and Rate chargeable for Vehicle.

1.2.5 The Licensee shall maintain proper registers with regard to daily trend of vehicles and amount collected. The Licensee shall submit necessary reports as and when desired by the Railway Administration in required format.

Signature of tenderer
1.2.6 The Security/Custody of Vehicles in the Parking lots will be sole responsibility of the Licensee. The Licensee shall be responsible for any damage to the vehicles or any of its parts while in his custody if parked in the parking stand.

1.2.7 The Licensee shall further be responsible to make adequate arrangements in terms of all equipment and manpower, at his own cost, as per policy directives.

1.3. **PERIOD OF CONTRACT:** The period of contract shall be for a period of 3 (three) years only from the date of commencement of contract. There will be no extension of contract under any circumstances.

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Signature of tenderer
CHAPTER – 2 (Section-A): INSTRUCTIONS TO BIDDERS

2.1 General Conditions of Bidding

2.1.1 Railway is desirous of receiving Bids for the award of License to the highest eligible bidder, who satisfies the evaluation criteria of Railway. Each Bidder is eligible to submit only one Bid for the award of License.

2.1.2 The Bid should be furnished in the format prescribed by railways along with the documents specified in the Bidding Document.

2.1.3 The bid document has to be provided with page number and the bidders have to sign in full on all the pages of Bid Document.

2.1.4 TENDER DOCUMENT COST: Tender Forms, downloaded from internet, containing detailed terms and conditions should be accompanied with the non-refundable Tender Document Cost (inclusive of applicable GST) of Rs. _______________ (Rupees. ______________________ only) in the form of:

Demand draft/Banker’s Cheque in favour of “Senior Divisional Finance Manager, Hyderabad Division”, South Central Railway drawn on any Scheduled Commercial Bank in India.

OR

Tender Forms can also be purchased in the Office of Sr.DCM, Hyderabad on payment of “Cost of Tender Form” at Divisional Cash Office, Hyderabad, South Central Railway and submitting the Original Money Receipt issued by cash office, duly indicating the Tender Notice Number and due date of submission.

2.1.5 EARNEST MONEY DEPOSIT: The Bid shall be summarily rejected, if it is not accompanied by the Earnest Money Deposit. Tenderer should note that EMD in the form of cash or bank guarantee will not be accepted.

2.1.6 The bid must be accompanied by Earnest Money Deposit (EMD) equivalent to 10% of the Tender Value in the form of Bank Demand Draft/Banker’s cheque drawn in favour of “Senior Divisional Finance Manager, Hyderabad Division, South Central Railway drawn on any Scheduled Commercial Bank in India (or) Original Money Receipt issued by Railway Cash Office indicating the Tender Notice Number and due date of submission.

2.1.7 The validity period of the demand draft/ banker”s cheque submitted towards EMD, shall not be less than 60 days after the bid opening date.

2.1.8 The Earnest Money of unsuccessful Bidder(s) shall be returned, without any interest, except where the bidder is a defaulter for payment of dues towards any other contract(s) awarded by commercial department over South Central Railway. In such cases, the Railway administration reserves the right to

Signature of tenderer
withhold the Earnest Money of such unsuccessful Bidder(s) and the EMD will be refunded only on clearance of dues or will be adjusted towards such dues.

2.1.9 Earnest Money of the selected bidder shall be retained with Railways till the Licensee pays the Security Deposit and the First Year Annual License Fee. Earnest Money may be permitted to be adjusted towards the First Year License Fee of the selected bidder.

2.1.10 No reference to the previous deposit of earnest money for adjustment against the EMD of present tender will be accepted. Similarly, request for recovery from any existing security deposit against present tender EMD will not be entertained.

2.1.11 EMD of all unsuccessful tenderer will be returned within reasonable time after the finalization of the tender. Further, if the validity of the Bid is not extended by the bidder beyond 90 days, the EMD of such bidders will be refunded.

2.1.12 **FOREFEITURE OF EARNEST MONEY DEPOSIT:**

   a. The EMD is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates from the tender in respect within the period of validity of his offer or after the acceptance of his tender is communicated to the tenderer.

   b. Any ambiguity, non-clarity and/or apparent mistake of the Bidder, as determined by Railway.

2.1.13 Any queries or request for additional information concerning this Document shall be submitted in person in working hours and working days of Senior Divisional Commercial Manager Office, Hyderabad Division, at least 7 (seven) days before the date of opening of the tender. The communication shall clearly bear the following identification/ title:

   “Clarification for Tender Notice Number _______ to be opened on _____”.

2.1.14 If any corrigendum has been issued to bid notice, the corrigendum page must also be submitted along with the bid document.

2.1.15 The bidder is fully responsible for all the information/details furnished in the bid document submitted by him. Railway reserves the right of rejecting the bid without assigning any reason if it is found that the bidder has given wrong information/details in the bid document at any time either before or during the finalization of the bid. If Railway finds that the bidder got the tender awarded and has obtained the license by giving wrong information/details in the bid document, Railway has the right to annul the license and terminate the license agreement along with attendant liabilities treating the same as material breach of contract.

Signature of tenderer
2.1.16 Government employee or Railway servant, either in their individual capacity or as a partner/director/agent/franchisee of a firm/company, are not eligible to apply.

2.2 **BRIEF DESCRIPTION OF THE BIDDING PROCESS:**

2.2.1 Railway has adopted a system of inviting sealed Bid in open, competitive, single packet system, (the Bidding Process) from individuals/Partnership firm/Company who are experienced in “Extending Parking Service to Railway Customers/Employees at Cycle/Motor Cycle/Scooter and Car Parking Stand at ______________ Railway Station.

2.2.2 Bidders would be required to furnish/submit all the information specified in this Document including information sought. It is clarified that prior to making a Bid, the Bidder shall pay to Railway a non-refundable sum as notified in the tender document as the cost of this Document.

2.2.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. Railway will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.2.4 Prior to making the Bid, Bidders must examine all the tasks in relation to rendering of desired services under the License and carry out, at their cost, such studies/analysis, as may be required for submitting their respective Bids for award of the License. The bidders should conduct a thorough market survey of the parking business, and accurately estimate the vehicles that are likely to come for parking at this parking stand. Thereafter, they have to make a careful financial analysis of the costs involved in maintaining the parking stand. Only then, they should quote a workable license fee.

2.2.5 Railway reserves the right to accept or reject any Bid, to cancel or modify the process or any part thereof; to vary any of the terms and conditions, and/or to annul the Bidding Process and reject all Bids at any time during the Bidding Process, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Railway’s action.

2.2.6 **Bids with alterations, overwriting, usage of whitener etc., shall be rejected.**

2.2.7 After finalization, if the successful bidder withdraws or fails to take up or to start the contract, his EMD will be forfeited and he will be debarred from participating in all future parking contracts over South Central Railway for a period of three (03) years. Further, at the discretion of Sr.DCM, other parking contracts being run by the bidder can also be terminated with attendant liabilities.

Signature of tenderer
2.3 **SEALING AND MARKING OF BIDS:**

2.3.1 The Bidder shall submit the Bid document in the prescribed format along with supporting documents.

2.3.2 Bid to be submitted in sealed envelope and super-scribe the envelope as “BID” and indicate the name of the bid, tender notice and date as: "Tender for Cycle/Scooter/Car parking stand license at _____________Railway Station on Hyderabad Division" and shall clearly mention the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

2.3.3 The name and address of the tenderer should be clearly written on the envelope. This envelope should be addressed to Senior Divisional Commercial Manager, Hyderabad Division, South Central Railway.

2.3.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.4 **BID DUE DATE:**

2.4.1 Bids received by Railway after the specified time on the Bid Opening Date shall not be eligible for consideration and shall be summarily rejected. If the Bid sent by registered post or courier arrives at the afore-mentioned address after the submission time on the due date, it will be treated as “LATE BID” and shall be summarily rejected.

2.5 **VALIDITY OF THE BID:**

2.5.1 The Offer is to be kept open till the acceptance/rejection thereof is communicated by the Railway Administration or till 90 days from the date of Opening of tenders, whichever is earlier. The Bid shall remain valid for acceptance by Railway for a period of 90 days from the date of opening of Tender of the bid notice. In case of any need, Railway may request the Bidders in writing to extend the period of validity of their bids beyond 90 days also on the same terms and conditions and in such cases the bidders may extend their validity beyond 90 days. If the validity is not extended by the

Signature of tenderer
bidders beyond 90 days, the EMD of such bidders will be refunded. However, Railway will send the communication for extension of validity before the expiry of the initial 90 days validity period.

2.6 **BID OPENING:**

2.6.1 Bidders interested may like to be present at the Railway Office at the closing time of Bid submission and witness the Bid Opening immediately thereafter. Representatives of Bidders shall carry an authority letter from the bidder. Bid shall be opened at IST 12:15 hours.

2.7 **AWARD OF BID:**

2.7.1 Among the eligible bidders, the bidder offering highest license fee will be selected. If more than one eligible bidder has quoted the same price, then the selection will be done on draw of lots. In such situations, the eligible bidders will be advised the date, time and venue of the draw through courier/Regd. Post/E-mail so that they may attend the draw if so desire.

2.8 **FRAUD AND CORRUPT PRACTICES:**

2.8.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, Railway may reject a Bid without being liable in any manner whatsoever to the Bidder or the Licensee if it determines that the Bidder or the Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, violence of any kind, undesirable practice or restrictive practice in the Bidding Process. In such an event, Railway shall:

(a) Forfeit and appropriate the EMD and Security Deposit, as determined by Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.

(b) Debar the Bidder or Licensee to participate in all future parking tenders over South Central Railway for a period of three (3) Years from the date occurrence of such event. At the discretion of Sr.DCM, other parking contracts being run by the bidder can also be terminated with attendant liabilities.

2.8.2 For the purposes of this Clause 2.8, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance

Signature of tenderer
of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising thereof, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the award of License or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of Railway in relation to any matter concerning the award of License;

(b) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, submission of forged/fake documents,

(c) “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by Railway with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

(f) “Violence of any kind” Causing harm or injury to other bidders or their representatives or Railway staff in the tender during the tendering process.

2.9 MISCELLANEOUS:

2.9.1 Railway in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

Signature of tenderer
(b) Consult with any Bidder in order to receive clarification or further information;
(c) Retain any information and/or evidence submitted to Railway by, on behalf of, and/or in relation to any Bidder; and/or
(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.9.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases railway, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under and the bidding documents, pursuant hereto, and/or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.9.3 The Disclaimer as set forth at the outset of this document and the License Agreement as stated in this Document shall be deemed to be the part of this Document.

2.9.4 The Selected Bidder shall have to execute the License Agreement in the manner and format as prescribed by Railway in this Document and no material changes shall be permitted in the agreement by the Selected Bidder.

2.10 COMPENSATION/REFUND:
2.10.1 If for any reason, the Administration is not able to honor the whole or part of contract and considers it necessary to cancel the whole contract or reduce the scope of the contract on Railway account, no compensation will be payable for such cancellation, except refund of the proportionate amount of license fee as well as Security Deposit due to the contractor without any interest. No appeal against this decision will be entertained.

2.10.2 The Railway Administration shall not be responsible for any loss or damage caused to the contractor due to total or partial discontinuance of parking contract under the agreement for any reasons whatsoever.

2.11 INDEMNITY:
2.11.1 The Contractor 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 operation and management of parking stand including claims under the Workmen's Compensation Act.

Signature of tenderer
2.11.2 The contractor 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 contractor to the Railway Administration immediately on demand.

2.11.3 To indemnify Railway against contravention of laws by contractor. The contractor 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 Contractor in the course of the contract by which is contrary to such laws.

2.11.4 The Contractor shall comply with all relevant statute including Contract Labour (Abolition and Regulation) Act and Rules of Payment of Minimum Wages Act and other Labour Laws and keep the Railway Administration indemnified against any claims arising out of said act.

2.11.5 No Railway facilities such as pass, concessional ticket consideration of employment in Railways will be available to the staff engaged by the Licensee. The Licensee shall be fully responsible for the welfare of his employees.

2.12 **LAWS GOVERNING THE TENDER:**

2.12.1 The Laws of India shall govern this contract for the time being in force including labour laws. This contract shall be deemed to have made at the place from which the acceptance of license has been issued.

2.12.2 That the Licensee shall not employ any person below the age of 18 years and without verification of the antecedents by the local police in respect of each person employed by him /them.

2.12.3 The Licensee shall pay not less than Minimum wage to his employees and the licensee shall be responsible to comply with the provisions enumerated in the various laws of land for the time being in force including the following laws:

i. Minimum Wages Act 1948
ii. Payment of wages Act 1936
iii. Contract Labour (Regulation and Abolition) Act1970
iv. Employees Compensation act 1923
v. PF Act 1952.

Signature of tenderer
2.12.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Railway, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.12.5 The Licensee shall comply with provisions in relation to various labour laws viz. Child Labour (prohibition and regulation) Act, Payment of Wages Act and Minimum Wages Act.

2.13 ERRORS, OMISSIONS & DISCREPANCIES:

2.13.1 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 administration, without delay. No claim for the misinterpretation shall be entertained.

<<<>>>
CHAPTER – 3(Section-A): **ELIGIBILITY CRITERIA OF BIDDERS**

All Bids shall be screened for the eligibility norms detailed below. Bids not Meeting with these norms will summarily be rejected.

3.1. **Legal Status of the Bidder:**
Bidder should be an Indian National and an individual (or) a Partnership firm registered under Partnership Act, 1932 (or) a Company incorporated under the Companies Act, 1956 and amendments, thereof.

3.2. **Experience of the Bidder:**
3.2.1 For A-1, A & C Category Stations, the Bidder (s) should have minimum of One (1) year experience with unblemished performance in Operation and Maintenance of Parking lots in Railways, Road Transport Corporations, Airports, Central/State Government departments, PSUs and Municipal Authorities.

3.2.2 This eligibility condition (Para-3.2.1) is not required for B, D, E & F Category Stations.

3.3. **Financial Status of the Bidder:**
This condition is necessary only in case of tenders where the first year”s Reserve Price is more than Rs.25,00,000/-. In such cases, the bidder should have Annual Turnover from all his businesses equal to or above the first year Reserve Price. The bidder should have this Annual Turnover at least in one year in the last three completed financial years. A copy of Certificate to that effect from Chartered Accountant has to be submitted along with the bid.

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Section - B
CHAPTER – 1: Bid Document

Covering Letter

To,
The President of India,
'Through' Divisional Railway Manager (Commercial),
Hyderabad Division,
South Central Railway.

Dear Sir,

Sub: Tender for award of Contract for Operation and Maintenance of Parking Lots at ____________ Railway Station for a Period of 03 (Three) Years.

*****

1. With reference to your Bid Document No. ______________ dated ___________, I, having examined the Bid Documents and understood its contents, hereby submit my Bid for the award of License. The Letter and the Bid is unconditional and unqualified.

2. The acceptance of this Tender by you shall constitute a contract between me/we and the President of India as owner and Administration of South Central Railway.

3. I acknowledge that Railway will be relying on the information provided in the Bid and the documents accompanying this Bid for qualification of the Bidder(s) for the award of License, and I certify that all the information provided in the Bid and its Annexures is true and correct.

4. I understand that the submission of Bid/offer does not guarantee the award of the said License.

5. I recognize that Railway has the right to accept/reject my Bid without assigning any reason.

6. I declare that:

6.1. I have examined and have no reservations to the Bid documents, including any Addendum/Corrigendum issued by Railway;

6.2. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or violence of any kind, as defined in the Bid Document, in respect of any Bid or request for proposal issued by or any agreement entered into with Railway.

Signature of tenderer
6.3. I hereby certify that I have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for me or on my behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or violence of any kind.

7. I understand that Railway can cancel the Bidding Process at any time and that Railway is neither bound to accept any Bid that Railway may receive nor to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with the Bid Document.

8. I undertake that in case due to any change in facts or circumstances during the Bidding Process, I am attracted by the provisions of disqualification in terms of the provisions of the Bid Document; I shall intimate Railway of the same immediately.

9. I understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the Bid Document or, as the case may be, the License Agreement within the prescribed time, I shall be debarred by Railway for further participation in future parking contracts of South Central Railway for a period of three (3) years and Sr.DCM at his discretion can also terminate other parking contracts being run by me duly forfeiting Security Deposit and License Fee of those contracts.

10. In the event of my being declared as the Selected Bidder, I agree to enter into a License Agreement in accordance with the draft that has been attached to this bid document. I agree not to seek any change in the aforesaid draft and agree to abide by the same.

11. I have studied all the Bid Documents carefully and I understand that except to the extent as expressly set-forth in the License Agreement, I shall have no claim, right or title arising out of any documents or information provided to me by Railway or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.

12. I had quoted the License fee after taking into consideration of all the terms and conditions stated in the Bid Document, draft License Agreement, my estimates of costs and all the conditions that may affect the Bid.

13. The Earnest Money in the form of a Demand Draft/ Banker's Cheque (or) Money Receipt is remitted a sum of Rs._________ in words __________. DD/Money Receipt No._______ dated_______ is enclosed in Original.

14. I agree and understand that the Bid is subject to the provision of the Bid Documents. In no case, I have any claim or right of whatsoever nature if the License is not awarded to me or my Bid is not opened.

15. I agree to keep my/our Bid valid for 90 days from the Bid Opening Date specified in the Bid Document and may be extended beyond 90 days as prescribed by Railways from time to time.

Signature of tenderer
16. I agree and undertake to abide by all the terms and conditions of the Bid Document.

17. I agree and undertake to be liable for all the obligations of the Licensee under the License Agreement till the expiry/termination of the License Agreement.

18. I declare that I have no dues pending to Railways.

19. I/We hereby solemnly declare that I/We have not been blacklisted by any Railway Zone/State Government/Central Government from participating in Parking Tenders.

20. I declare that I have not been convicted in any criminal case and there is no pending criminal case against me in any of the courts in India.

21. I am fully aware that if I furnish any wrong information/details in the bid document, the same will be rejected by the Railway along with forfeiture of EMD, without assigning any reason during the finalization of the bid. I also accept that Railway has the right to annul the license and terminate the license agreement along with attendant liabilities on knowing that the license has been awarded to me/us based on the wrong information/details furnished by me/us in the bid document. I shall be debarred by Railway for further participation in future parking contracts of South Central Railway for a period of three (3) years and Sr.DCM at his discretion can also terminate other parking contracts being run by me duly forfeiting Security Deposit and License Fee of those contracts.

In witness thereof, I submit this Bid in accordance with the terms of the Bid Document.

Signature of witness and address
1. __________________________

Signature of Tenderer(s)
1. __________________________

Name of Tenderer(s)
2. __________________________

Address of Tenderer(s)/Stamp of the Firm

__________________________________________

Signature of tenderer
Details of Tenderer
Information in connection with the tender for Operation and Maintenance of Parking lots at ___________________ Railway Station on South Central Railway.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Full Name of the Applicant (In Block letters)</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Place of business and full address</td>
</tr>
</tbody>
</table>
| **3** | Residential Address (with documentary proof of any one of the following items)  
1. Unique Identification Aadhaar Card  
2. Passport  
3. Driving License  
4. Voter Identity Card  
5. Ration Card  
| **4** | Mobile No. & Email-ID |
| **5** | Whether the applicant is individual or partnership firm or company |
| **6** | a) PAN details (copy to be attached).  
b) GSTN details (copy to be attached) |
| **7** | Financial status of the applicant (specify Annual Turnover over of preceding last three years with documentary proof) |
| **8** | Details of Applicant’s previous experience in parking contracts (with documentary proof) |
| **9** | Details of Tender Form Cost |
| **10** | Details of EMD |
| **11** | Bank Account Particulars for future refunds:  
1. Bank Account No:  
2. Name of the Bank:  
3. IFSC No:  
4. Name of the Branch:  
5. Bank Code: |

Signature of the Tenderer
LICENSE FEE TO BE QUOTED BY THE BIDDER

To
Senior Divisional Commercial Manager
Hyderabad Division,
South Central Railway.

Sub: Tender for Operation and Maintenance of Parking lots at __________
Railway Station for a Period of 03 (Three) Years.

Dear Sir,

I, the undersigned, offer to provide and manage “Parking Services to Rail Customers
and Railway Employees at ____________ Railway Station of Hyderabad Division in
accordance with your bid document.

1. I accept the terms and conditions mentioned in the Bid Document, which
have been clearly understood by me.

2. I have duly signed on each page on the Bid Document.

3. I further certify that I am ready to provide and manage parking services within
the time frame given by the Railway and as per the terms and conditions of
the Bid Document and in the agreement to be executed between the parties.

4. I understand that Railway reserves the right to reject, accept or consider any
offer without assigning any reasons whatsoever.

5. The indicative Reserve Price payable per annum, for this Parking Stand
Contract as determined by Railway is Rs ____________.

6. I am aware that the license fee quoted hereunder does not include GST. I
also understand that I will pay the GST on license fee @ ____% (as
applicable) directly to the Government under the “Reverse Charge
Mechanism”.

7. The Annual License Fee arrived at will be uniform for all the three (3)
years. However, in the case of revision of parking charges during the
period of contract, the License Fee and Security Deposit will be enhanced
proportionately.

Signature of tenderer
8. The annual license fee offered (in Indian Rupees) and, is given in the table below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount in Figures (Rupees)</th>
<th>Amount in words (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Fee Payable to Railway for One year (This License fee quoted is exclusive of GST and all other applicable Taxes)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. My price Bid shall be binding upon me subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid Document or extended period of validity, if extended.

Yours sincerely,

Full Signature of the bidder
Name of the bidder:
Address:

**Note:**

1. In case of discrepancy in the amount quoted in figures and words, the amount written in words will be taken as the authentic amount of License Fee Quoted.

2. Bids with overwriting, correction or insertion in the table above shall be rejected.

Signature of tenderer
DOCUMENTS TO BE ENCLOSED BY THE BIDDER

The Bid shall contain the following documents. Otherwise, Bid will be summarily rejected:

(i) Declaration by Bidder(s) who has downloaded Tender forms from internet. (Para 10.1 of instructions to Bidders regarding tender forms downloaded from internet)

(ii) Complete Bid document in the prescribed format.

(iii) **Legal Status of the bidder**: The bidder, if he is an individual shall furnish self-attested copy of any one of Identity Proofs from among AADHAAR Card/PAN Card/Passport/Voter ID Card/Driving License/ Latest Bank Pass Book with Photo.

(iv) In case the bidder is a partnership firm, the copy of registration and registered partnership deed shall be enclosed.

(v) In case the bidder is a company, the copy of memorandum of understanding and articles of association shall be enclosed.

(vi) In case of partnership firm, power of attorney executed on non-judicial stamp paper valued at minimum of Rs.20/- in favour of the partner who is signing the tender document shall be enclosed.

(vii) In case of company, the bid shall be submitted by the Managing Director so appointed by the Board of directors of the company. In the absence of Managing Director, the bid can be submitted by any person or director nominated by the board of directors through a resolution which should be supported by a power of attorney executed on non-judicial stamp paper valued at minimum Rs.20/- shall be enclosed.

(viii) **Experience Certificate**:

**For A-1, A & C Category Stations**: Experience Certificate (or) Work Completion Certificate issued by Railways, Road Transport Corporations, Air Ports, Central/State Government Departments, PSUs, and Municipal Authorities has to be submitted. Minimum One year experience in the field of managing parking contracts is necessary. This Certificate is not necessary for B, D, E & F Category Stations.

(ix) **Financial Status of the Bidder**:

This condition is necessary only in case of tenders where the first year’s Reserve Price is more than Rs.25,00,000/-. In such cases, the bidder should have Annual Turnover from all his businesses equal to or above the first year Reserve Price. The bidder should have this Annual Turnover at least in one year in the last three completed financial

Signature of tenderer
years. In support of this, the bidder should submit a certificate from a Chartered Accountant.

(x) **Address proof:** Self-attested copy of any one of Address Proof i.e AADHAAR Card/Passport/Driving License/Voter Identity Card/Ration Card/Latest Bank Pass Book copy should be submitted.

(xi) Self-attested Copy of GSTIN registration issued by GST authorities. In case the bidder is not a registered GSTIN holder, then copy of PAN should be attached. However, the bidder should get GSTIN registration by the time of remitting the License Fee and Security Deposit.

(xii) Banker’s Cheque/ Demand draft as notified in the tender document towards Cost of Tender Document drawn in favour of Senior Divisional Finance Manager Hyderabad Division/South Central Railway (or) Money receipt paid at Railway Cash Office of Hyderabad Division.

(xiii) Banker’s Cheque/Demand draft as notified in the tender document towards Earnest Money Deposit drawn in favour of Senior Divisional Finance Manager, Hyderabad Division/South Central Railway (or) Money receipt paid at Railway Cash Office of Hyderabad Division.

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Signature of tenderer
Section-B

CHAPTER 2: SELECTION PROCESS

2.1 Opening of Bids:
2.1.1 Railway shall open the Tender Box containing the bids at 12:15 hours on the Bid Opening Date and in the presence of the Bidders or his/her representative who chooses to attend.

2.1.2 To facilitate the examination of Bids, Railway may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.2 Test of Eligibility:
2.2.1 Each Bid shall be considered eligible only if:
   (a) It is received in the prescribed format.
   (b) It is received by the Bid Opening Date, including any extension thereof.
   (c) It is signed, sealed, and marked as stipulated.
   (d) It contains all the information and documents (complete in all respects) as requested in this Document and/or Bid Documents (in the formats same as those specified);
   (e) it contains a Demand Draft/Banker’s Cheque drawn on any scheduled bank in India (or) Money receipt issued by cash office (an attested copy of the receipt) for payment towards the cost of this tender document of Rs. _______/-(Rupees ____________ only ) (Non-refundable) to Railway;
   (f) It is accompanied by the receipt of Earnest Money as notified in the tender document, in the form of Demand Draft/Banker’s Cheque drawn on any scheduled bank in India (or) Money Receipt issued by Railway cash office.
   (g) It does not contain any condition or qualification.

2.2.2 No request for alteration, modification, substitution or withdrawal shall be entertained by Railway in respect of any Bid.

2.3 Contacts during Bid processing:
2.3.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time Railway makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidder and/ or their representatives or other interested parties are advised to refrain from contacting by any means, Railway and/ or their employees/ representatives on matters related to the Bids under consideration. However, when Railway calls for any information / clarification, it should be supplied by the Bidder expeditiously and within the time prescribed in such letter failing which his/her tender application will be summarily rejected.

Signature of tenderer
2.4 **Selection Process:**

2.4.1 Among the eligible bidders, the bidder offering highest license fee will be selected.

2.4.2 If more than one eligible bidder has quoted the same price, then the selection will be done on draw of lots. In such situation, the eligible bidders will be advised the date, time and venue of the draw through courier/Regd. AD/E-mail so that they may attend the draw, if so they desire.

2.5 **Issue of Letter Of Award (LOA):**

2.5.1 After finalization of tender by Railways, a Letter of Award will be issued to the Selected Bidder.

2.5.2 The bidder (or his/her/their authorized person) can be called to the office of the Senior Divisional Commercial Manager and LOA can be handed over to him.

2.5.3 The bidder (or his/her/their authorized person) shall sign and hand over the office copy of the LOA then and there. A proper acknowledgement will be taken with the following details:

   - Name of the receiver in Capital Letters:
   - Full Signature:
   - Date of Receipt:
   - Designation of the receiver:

2.5.4 Alternatively, two copies of the LOA can be sent to the bidder under Registered Post Acknowledgement Due (RPAD).

2.5.5 The Selected Bidder should sign the duplicate copy of the LOA and submit it to the office of Senior Divisional Commercial Manager within Seven (7) days from the date on which LOA is received under RPAD. It is the responsibility of the bidder to ensure this. Postal delays & Courier delays etc. will not be accepted as a cause for extending this period. However, in order to prevent communication problems arising out of postal delays, it is better that the dealer clerk should contact the bidder and handover the copy of LOA in office.

2.5.6 The actual date on which the duplicate copy of LOA duly acknowledged by the bidder is received in the office of Sr.DCM will be the Date of receipt of LOA, but not later than Seven (7) days from the date of receiving LOA under RPAD. 

**Illustration:**

- Let us say Two Copies of the LOA are sent to the bidder under RPAD on 20.10.2018.

- If the bidder has received LOA Copy on 22.10.2018, then 29.10.2018 will be the last date for submission of duplicate copy of LOA, duly acknowledged by the bidder.

- If the duplicate copy of LOA, duly acknowledged by bidder is received on 26.10.2018 in the office of Sr.DCM, then the date of receipt of LOA is 26.10.2018.

- Then the bidder should pay the prescribed first year (or) six months license fee and security deposit within 20 days from 26.10.2018.

Signature of tenderer
2.5.7 In the event of the duplicate copy of the LOA duly signed by the Selected bidder is not received by the stipulated date, Railway will forfeit the EMD of the selected bidder. Under no circumstances this time period of Seven (7) days will be extended. Thereafter, there shall be re-tendering.

2.5.8 It is clarified that in case the Selected Bidder fails to accept the LOA, the earnest money will be forfeited, and the bidder will be debarred from participating in future parking tenders over South Central Railway for a period of three (3) years. At the discretion of Sr.DCM, other parking contracts being run by the bidder can also be terminated with attendant liabilities.

2.6 Date of Commencement of Contract:
2.6.1 The date of commencement of contract will be the actual date of taking over of the parking stand by the licensee (or) 30 days from the date of receipt of acknowledged copy of LOA from bidder, whichever is earlier.

Illustration:

If the duplicate copy of LOA, duly acknowledged by the bidder is received on 26.10.2018 in the office of Sr.DCM, then 25.11.2018 will be the last date for commencement of the contract.

<<<<>>>

Signature of tenderer
Section-B

CHAPTER-3: PAYMENT OF LICENSE FEE & SECURITY DEPOSIT BY BIDDER

3.1. PAYMENT OF LICENSE FEE:

3.1.1 Where Tender Value (total of all three (3) years Reserve Price) is less than Rs.25 Lakhs:

3.1.1.1 The license fee quoted by the eligible bidder and accepted by Railways (if necessary after negotiations and which is mentioned in the LOA) will be the annual license fee payable by the licensee. The license fee will remain same in all the three years of contract period. There will be no escalation in license fee during the period of contract. The bidders should quote the annual license fee in the tender document duly taking this factor into account. However, in case of revision of parking charges during the period of contract, the license fee will be enhanced proportionately.

3.1.1.2 The Licensee fee should be paid once in a year in advance. Payment of license fee on monthly/quarterly/half yearly installments is totally prohibited.

3.1.1.3 The first year license fee should be paid within 20 days from the date of acknowledgement of LOA. The parking premises shall not be handed over to the licensee without payment of first year license fee. In case the licensee fails to pay the first year license fee within 20 days from the date of acknowledgement of LOA by the licensee, then the LOA will be cancelled and the EMD/Security Deposit, if any, will be forfeited. The contractor will be debarred from participating in parking tenders over South Central Railway for a period of 3 years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts.

3.1.1.4 The license fee has to be paid in the form of Bankers Cheque or Demand Draft issued by a Scheduled Commercial Bank.

3.1.1.5 For subsequent years, the license fee shall be paid 15 days before the commencement of the year for which license fee is due. Any delay in payment of license fee shall attract interest @ 24% per annum calculated for the number of days of delay. In case the licensee fails to pay the license fees within 90 (Ninety) days of the due date (Due date is 15 days before the commencement of next year contract; so 90 days = 15 days before the date of commencement of the year of contract + 75 days after the commencement of the year), the license will be terminated by treating it as breach of contract without issuing any notice for termination and with all

Signature of tenderer
attendant liabilities. The contractor will also be debarred from participating in future parking tenders over South Central Railway for a period of Three (3) years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts also.

Illustration: - Let us say, the second year of the contract starts from 16-01-2019. Then the due date for payment of license fee will be 01-01-2019. License fee can be paid with 24% (per annum) penal interest up to 31-03-2019. If it is not paid up to 31-03-2019, then the contract will be terminated on the next date (01-04-2019). All the materials belonging to contractor will be handed over to the Licensee. If he refuses to receive the materials, they will be surveyed and taken possession jointly by commercial supervisor and RPF official. The materials will be disposed off in open auction and the proceeds will be credited to Railways. The licensee shall have no claim on these proceeds.

3.1.1.6 In such cases of termination, the license fee due for the 75 days will be adjusted from the security deposit and the balance security deposit will be forfeited and appropriated by Railways.

3.1.1.7 Payment of License Fee in time is entirely the responsibility of the licensee. Railway will not give any reminder or advance notice or intimation prior to the due date of payment.

3.1.2 Where Tender Value is Rs.25 Lakhs (or) more than Rs.25 Lakhs:

3.1.2.1 Irrespective of whether license fee is payable once in Six months (or) once in a year, the tenderer should quote his license fee in the tender for one year.

3.1.2.2 The License fee quoted by the eligible bidder and accepted by Railway (if necessary after negotiations and which is mentioned in the LOA) will be the license fee for one year which the licensee has to pay to the Railways. The License Fee will remain the same in all the three years of the contract period. There will be no escalation in license fee during the period of contract. The bidders should quote their license fee in the tender duly taking this factor into account. However, in case of revision of parking charges during the period of contract, the license fee will be enhanced proportionately.

3.1.2.3 The License Fee should be paid once in Six (6) months in advance. Payment of license fee on monthly/quarterly installments is totally prohibited.

3.1.2.4 The first Six (6) months License Fee should be paid within 20 days from the date of acknowledgement of LOA. The parking premises shall not be handed over to the licensee without payment of first Six (6) months License Fee and

Signature of tenderer
Security Deposit. In case the Licensee fails to pay the first six months license fee within 20 days from the date of acknowledgement of LOA by the licensee, then the LOA will be cancelled and the EMD/Security Deposit, if any, will be forfeited. The contractor will be debarred from participating in parking tenders over South Central Railway for a period of 3 years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts.

3.1.2.5 The license fee has to be paid in the form of Bankers Cheque or Demand Draft issued by a Scheduled Commercial Bank.

3.1.2.6 Payment of License Fee in time is entirely the responsibility of the licensee. Railway will not give any reminder or advance notice or intimation prior to the due date of payment.

3.1.2.7 After the first Six months, for the subsequent six monthly periods, the license fee shall be paid 15 days before the commencement of six month period for which license fee is due. Any delay in payment of license fee shall attract interest @ 24% per annum calculated for the number of days of delay. In case the licensee fails to pay the license fees within 90 (Ninety) days of the due date (Due date is 15 days before the commencement of next six months period; so 90 days =15 days before the date of commencement of the six months period + 75 days after the commencement of the six months period), the license will be terminated by treating it as breach of contract without issuing any notice for termination and with all attendant liabilities. The contractor will also be debarred from participating in future parking tenders over South Central Railway for a period of Three (3) years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts also.

Illustration: - Let us say, the second six months period of the contract starts from 16-01-2019. Then the due date for payment of license fee will be 01-01-2019. License fee can be paid with 24% (per annum) penal interest up to 31-03-2019. If it is not paid until 31-03-2019, then the contract will be terminated on the next date (01-04-2019). All the materials belonging to contractor will be handed over to the Licensee. If he refuses to receive the materials, they will be surveyed and taken possession jointly by commercial supervisor and RPF official. The materials will be disposed off in open auction and the proceeds will be credited to Railways. The licensee shall have no claim on these proceeds.

3.1.2.8 In such cases of termination, the license fee due for the 75 days will be adjusted from the security deposit and the balance security deposit will be forfeited and appropriated by Railways.

Signature of tenderer
3.2 **PAYMENT OF SECURITY DEPOSIT**:

3.2.1 The Licensee should submit Security Deposit equivalent to Six (06) months License Fee.

3.2.2 The Security Deposit should be submitted in the form of Demand Draft from scheduled commercial banks (or) FDR from a Nationalized Bank (or) Cash Paid at the Divisional Pay Office (or) as Bank Guarantee from a Nationalized Bank. The instrument should be in the name of Sr. Divisional Finance Manager, Hyderabad Division.

3.2.3 The validity of the instruments given as security deposit should be for 42 months.

3.2.4 The security deposit should be paid (or) given to railways within 20 days from the date of acknowledgement of LOA by the licensee. No extension will be granted beyond this 20-day period for payment of security deposit. If the licensee fails to pay the security deposit within this 20-day period, the contract will be terminated forthwith and the EMD will be forfeited. In addition to this, the contractor will be debarred from participating in the parking tenders over south central railway for a period of 3 years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts.

3.2.5 However, in case of revision of parking charges, railway reserves the right to modify the Security Deposit proportionately.

3.3 **FORFEITURE OF SECURITY DEPOSIT**: The Security Deposit remitted by the licensee will be forfeited under the following circumstances:

3.3.1 If the licensee fails to pay the due amount within 90 days from the due date.

3.3.2 If the licensee rescinds from the contract midway during the tenure of the contract.

3.3.3 When the contract is terminated by the Railway Administration due to any act of misdemeanor/misconduct of the contractor or his staff.

<<<>>>
1. All intending tenderers should note that just offering highest bid amount would not accrue any right to claim the license. Senior Divisional Commercial Manager, Hyderabad Division, South Central Railway reserves the right to reject any or all tenders without assigning reasons, and does not bind himself to accept the highest or any tender.

2. All intending tenderers should themselves evaluate the financial viability of the license fee and then offer their bids accordingly. The successful bidder should commence the contract within the stipulated time prescribed in letter of acceptance. In case of non-response/withdrawal from the contract after issue of LOA, the earnest money will be forfeited, and the bidder will be debarred from participating in future parking tenders over South Central Railway for a period of three (3) years. At the discretion of Sr.DCM, other parking contracts being run by the bidder in the division can also be terminated with attendant liabilities.

3. This license shall be governed by the Laws of India for the time being in force, including labour laws. The labour employed by the Licensee should have good antecedents and should be courteous towards passengers. Complaints received in this regard will be liable for penalty.

4. Entering into a contract with the successful bidder shall not create an employer-employee relation between the Railways and licensee or staff engaged by him. Neither the licensee nor the staff engaged by the licensee will be treated as employees of Railways and they will not be entitled for the benefits available for Railway employees.

5. **TAX LIABILITY:** The Licensee shall be responsible for all the taxes to be paid to the civic agencies for the services rendered by him. There will be no tax liability upon the railways whatsoever on any account. Taxes may be revised, if needed, based on the amendments to IT Act or any other statutory taxes applicable under laws governed by State/ Central Governments. Therefore, the licensee shall produce an Income-Tax Clearance Certificate at the end of each year ending the currency of the license.

6. All tenderers should ensure that they are GST compliant and their quoted Tax structure/rates are as per GST Law.

7. The Licensee shall provide the digital payment infrastructure facilities viz. POS/Swipe Machine, UPI/BHIM, Bharat QR Code, Mobile Wallets and any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transactions at parking stands as advised by railways.

8. The licensee should collect only the prescribed parking charges. In the event of any upward revision in the parking charges during the currency of the contract, the licensee has to pay the proportionate additional license fee and security deposit to Railways, because of the increase in parking charges.

Signature of tenderer
9. **AGREEMENT:** Successful bidder shall sign License agreement in prescribed format on a non-judicial stamp paper of Rs.100/-, with Railway within 30 days from the date of the receipt and acknowledgement of the LOA. The selected bidder shall not be entitled to seek any deviation in the prescribed period. All cost and expenses for registration; stamp duty etc. thereof shall be borne by the licensee. The Scope of Work, Price Bid, procedure of Payment of License Fee and Security Deposit, Parking charges to be collected by the licensee, Special Conditions of Contract and Parking Sketch of this bid document will form part of the Agreement to be signed between the two parties.

10. **AUTOMATION AND COMPUTERIZATION:** Computerized coupons should be issued by the licensee of parking stand contracts at A-l & A Category stations. This Computerized coupon shall clearly prescribe the name of the licensee, Mobile Number, the name/identification of parking lot, date and time of issue of coupons, Serial Number on coupons with counterfoils and amount charged for coupon/monthly pass. If the licensee fail to issue computerized coupons at A-1 and A Category stations, fine will be imposed on daily basis equivalent to the amount of per day license fee for the number of days computerized coupons are not issued.

11. **ADDITIONAL AREA:** A proper drawing of the parking stand with clear demarcation of landmarks is enclosed in the tender document. However, during the course of the tenure of the contract, if the licensee wants additional area due to sudden increase in vehicle traffic, then the licensee should make a formal application to Sr.DCM for allotment of additional parking area. After following the due process, division will permit the additional area (subject to availability of additional land) by enhancing the license fee proportionately in the proportion of the increase in land area.

   The Licensee simply occupying additional Railway area (over and above what is allotted) will be viewed seriously and hefty penalties would be levied. Division should clearly demarcate the parking area allotted for the stand by making (a) Boundary Wall (or) (b) Tie bar or barbed wire fencing (or) (c) by erecting metal poles at spacing of 2 metres, all round the boundary.

12. Railways shall be free to put up any hoardings or advertisements or any other facility in the parking area. Any income arising out of such facilities shall belong to Railways and the Licensee shall not have any right of share.

13. Railways reserves their right to shift the allotted parking stand area to other feasible parking locations, for the purpose of renovation (or) development works at that station.

14. **CLEANLINESS OF PARKING STAND:** Licensee/Licensees shall always keep the parking stand area in clean and sanitary condition and shall remove all waste material. All expenditure on account of maintaining proper cleanliness of parking shed shall be borne by the Licensee.

   Signature of tenderer
15. **DISPLAY OF PARKING CHARGES:**
a) Licensee shall keep Sign boards of not less than 4X3 ft size at conspicuous places in the parking lot as deemed necessary by railways and at both entrance and exit compulsorily. Bigger size rate boards should be at bigger stands at major Stations.

b) Parking tariff boards should be displayed in an elevated position from the ground so that they are clearly visible from a distance.

c) Colour scheme should be similar to that of information boards provided at stations (background- in blue & text - in white), so that the rates should be clearly visible to passengers. Name of the Contractor with Mobile Number shall be displayed.

16. **ENGAGEMENT OF STAFF AT PARKING STANDS:**
a) The Licensee shall appoint reliable and honest staff in adequate number and only such staff who are able to control the traffic smoothly and round the clock. The appointed parking staff, while on duty shall wear prescribed uniform and ID Card.

b) The cost of manpower has to be borne by the licensee.

c) The Licensee should provide the following prescribed uniform for the staff manning the parking stand:
   - Males: Dark grey trouser and Light grey shirt (or) any other uniform prescribed by Sr.DCM.
   - Females: Dark grey sari/chuddidar and Light grey blouse/chunni (or) any other uniform prescribed by Sr.DCM.

d) The Identity Cards for licensee employees will be issued by the Licensee only. ACM/DCM of the Divisional Office will only authenticate the ID cards issued by Licensee. The ID card should not have any Railway related identity marks, except the signature, name and stamp of authenticating official.

e) The authority authenticating the Identity Cards shall invariably keep a record containing the full details of the staff engaged by the Licensee such as, 1) Copy of the Police Verification Certificate, 2) Medical Certificate, 3) Photo copy of the ID Cards. These details should be available at the Divisional Commercial Office and with the Sectional CCIs.

f) Submission of Police Verification Certificate and Medical Certificate of the licensee employee is mandatory for issue of Identity Card.

g) **WORKING HOURS OF PARKING STAND:** The Parking Stand should be working 24/7 and all 365 days, irrespective of whether there are train services or not.

17. **PROHIBITION OF SUB-LETTING:** The parking stand site and the works assigned to the Licensee by the railways shall not be transferred by the licensee to any person, trust, society or institution in any manner whatsoever at any time.

Signature of tenderer
18. **EXIT CLAUSE:**

18.1 **TERMINATION BY RAILWAYS:**

The competent authority (Senior Divisional Commercial Manager of Railways) reserves the right to terminate the contract at any time during the tenure of contract without assigning any reasons. Prior to termination, a 15-day notice of termination will be served on the licensee. This mode of termination of contract can also be done in case of any breach of contract conditions by the licensee. If the competent authority so desires, he can give termination notice period of more than 15 days also.

18.2 **EXIT BY LICENSEE:**

The licensee can also exit the contract, but only after he completes tenure of at least one year from the date of commencement of contract. After completion of one year of contract, at any time the licensee can give a notice of termination. The period of notice in this mode will be 4 months. This procedure is illustrated below:

- Let us say, date of commencement is 01-10-2018
- The licensee can issue the notice of termination only on or after 01-10-2019
- Assuming that the notice for termination was given on 01-10-2019, then the contract will be terminated with effect from 01-02-2020.

18.3 In case the licensee issues termination notice after one year duly paying the due license fee, the subject security deposit will be refunded to the licensee after recovering any dues to the railways. Leftover license fee, if any, lying with railways (i.e license fee beyond 01-02-2020) will also be refunded.

18.4 In case the licensee issues termination notice immediately after one year of contract, the contractor cannot say that the license fee for the four (4) months notice period should be adjusted from security deposit. The contractor has to pay the four (4) months license fee. Otherwise, this will be treated as breach of contract and the licensee will be debarred from participating in future parking tenders over South Central Railway for a period of Three (3) years. Further, Sr.DCM at his discretion may terminate other parking contracts being executed by the contractor on the division duly forfeiting Security Deposit and License Fee of those contracts.

18.5 If the licensee rescinds the contract in the mid way before the first year (or) abandons the contract before the first year, security deposit will be forfeited and he will be blacklisted for a period of three (3) years in participating in parking tenders over South Central Railway. Further, leftover License fee, if any will also be forfeited and confiscated. In addition, Sr.DCM at his discretion can take action to terminate other contracts of the licensee in the division duly confiscating the Security Deposit and License Fee of those contracts as well.

Signature of tenderer
19. **TRANSFER OF LICENSE TO THE LEGAL HEIR:**
Transfer of license to the spouse/legal heir would be allowed only in the event of death of the original licensee. The License can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of Senior Divisional Commercial Manager. Affidavit for nomination of the legal heir should be submitted by the licensee at the time of entering into contract. The nomination should be only from amongst the family members.

20. The responsibility of providing shed to the vehicles parked in the parking stand lies with the licensee. In this regard, if the licensee desires to make any temporary constructions, it should be done only on prior permission of the concerned authorities of Railway Administration.

21. **ELECTRICITY CONNECTION:**
The electrical connection will be provided to the successful tenderer who shall apply to the office of the Senior Divisional Electrical Engineer in the prescribed pro-forma for the subject contract and on payment of requisite fees. The successful tenderer shall have to arrange at his own cost all the equipments, wiring and other electrical installations necessary as per the required standard and specification of the Railway Administration. The licensee shall not use electrical heater, toaster and other appliances in the premises for the preparation of tea, coffee, heating food etc.

22. In case of loss of token, the return of the vehicles to its owner shall be done by the licensee after due verification of credentials of the owner and after obtaining an indemnity, if necessary.

23. Unclaimed vehicles should be handed over to the State Police. If a vehicle is lying in the parking stand unclaimed for a period of 3 (three) months, then the licensee will hand over such vehicle to state police under advise to railways.

24. The licensee shall be responsible for any damage to the vehicles or any of its parts while in his custody in the parking stand.

25. **INSURANCE:**
Licensee/Licensees shall have insurance for the vehicles against loss, damage, fire and other accidents. Licensee/licensees shall pay the premium thereon regularly to Insurance Company and submit receipts to the Sr. Divisional Commercial Manager along with the Xerox copy of such Insurance Policy Premium receipt for verification. Licensee will make good the losses and damages to the owners of the vehicle. Licensee should get the Insurance Policy renewed from time to time during the period of license.

26. **Labour Laws, Provident Fund ESI:**
The Licensee shall comply with the provisions of all applicable laws, ordinance, rules & regulation prescribed in:
   ii. Payment of Minimum Wages Act 1936.
   iii. Employees Compensation Act 1923.
v. PF Act 1952 & ESI Act 1948.

vi. Prevention of Child Labour Act (no Child labour shall be employed by the contractor)

vii. The Licensee shall pay at his own cost all charges in connection herewith.

27. **PENALTY:**
The Licensee shall be liable to pay such penalty/fine as the Railway Administration may impose on him for irregularities in working, public complaints, deficiency in service, etc.

28. **The penalties to be imposed by the inspecting officials shall be as under:**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Officials</th>
<th>Amount of Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asst. Scale/Senior Scale (Divisional level)</td>
<td>Up to Rs.2,000/- for each incident</td>
</tr>
<tr>
<td>2</td>
<td>JAG/Selection Grade (Division/HQRs)</td>
<td>Up to Rs.6,000/- for each incident</td>
</tr>
<tr>
<td>3</td>
<td>SAG and Above (Division/HQRs)</td>
<td>Up to Rs.10,000/- for each incident</td>
</tr>
<tr>
<td>4</td>
<td>DRM, PCCM, AGM, GM</td>
<td>Full Powers</td>
</tr>
</tbody>
</table>

The Licensee shall pay the penalty immediately.

29. The licensee should extend thorough professional service to the customers. Deficiency in service, irregularities in working, rude behavior with customers, public complaints etc., will result in hefty fines and penalties. Even after fines and penalties, if there is no improvement in the performance of the licensee, Railways can take action to terminate the agreement as per Para 18.1 of Exit Clause.

30. Complaints cum Suggestion book should be available at the parking stand all the time, so as to enable the customer to lodge his complaints/Suggestions.

31. All tenderers should ensure that they are GST compliant and their quoted Tax structure/ rates are as per GST Law.

32. **Arbitration Clause:** If any dispute in regard to implementation of the agreement with the Railway, difference or claim arising out of this agreement, shall be referred to a sole arbitrator who shall be appointed by the General Manager, South Central Railway. The venue of such arbitration will be at Hyderabad. The provisions of Arbitration and Conciliation Act, 1996 (with amendments) will be applicable in arbitration proceedings.

33. All disputes are subject to the jurisdiction of Hyderabad/Secunderabad courts only.

<<<<>>>>

Signature of tenderer
The Parking Fee to be charged by the licensee for Cycle/Motor Cycle/Scooter/Car

<table>
<thead>
<tr>
<th>Station category</th>
<th>Charges to be levied for Normal parking stands</th>
<th>Periodicity of charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle type</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cycle</td>
<td>Scooter/ Motor cycle</td>
</tr>
<tr>
<td>A-1 &amp; C</td>
<td>4/-</td>
<td>10/-</td>
</tr>
<tr>
<td>A &amp; B</td>
<td>3/-</td>
<td>8/-</td>
</tr>
<tr>
<td>D, E &amp; F</td>
<td>2/-</td>
<td>6/-</td>
</tr>
</tbody>
</table>

Monthly Parking Charges leviable at Normal Parking Stands:

<table>
<thead>
<tr>
<th>Station category</th>
<th>For General public</th>
<th>For Railway Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle type</td>
<td>Vehicle type</td>
</tr>
<tr>
<td></td>
<td>Cycle</td>
<td>Scooter/ Motor Cycle</td>
</tr>
<tr>
<td>A-1 &amp; C</td>
<td>12 0/-</td>
<td>400/-</td>
</tr>
<tr>
<td>A &amp; B</td>
<td>80/-</td>
<td>200/-</td>
</tr>
<tr>
<td>D, E &amp; F</td>
<td>60/-</td>
<td>150/-</td>
</tr>
</tbody>
</table>

**Note:**
1. Customers can pay the monthly charges for more than one month also at a time. The maximum period in such cases is three (3) months. However, in the event of the licensee giving 4 months notice of termination (or) in the last three (3) months of the contract, the licensee should not issue 3 months monthly season passes. Similarly, he should stop issuing fresh monthly season passes in the last month of his contract.

2. Motor Cycle includes Scooters, Mopeds and Tri-motor Cycles etc.

3. Car includes SUVs, MUVs also.

Signature of tenderer
PROFORMA FOR BANK GUARANTEE

The President of India,
Through the Divisional Railway Manager (Accounts)
_________ Division,
_________ Railway.

1. In consideration of the President of India (herein after called “Railway”) having agreed to accept from _________________ (herein after called “the said Licensee/s), under the terms and conditions of an Agreement/Acceptance Letter dated _________________ made _________________ between _________________ and _________________ (hereinafter called “ the said License Agreement”) the Performance Guarantee for the due fulfillment by the Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _________________ (Rs. ______________________ only) we, _________________ (indicate the name of the Bank hereinafter referred to as “the Bank”) do hereby undertake to pay the Railway an amount not exceeding Rs. _________________ against any loss or damage caused to or suffered by or would be caused to or suffered by the Railway by reason of any breach by the said Licensee (s) of any of the terms or conditions contained in the said Agreement.

2. We _________________ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Railway stating that the amount claimed is by way of loss or damage caused to or suffered by the Railway by reason of breach by the said Licensee/s of any of the terms or conditions contained in the said agreement or any other agreement or by reason of the Licensee/s failure to perform this Agreement or any other Agreement with Railway, any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _________________.

3. We undertake to pay to the Railway any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee (s)/suppliers (s) shall have no claim against us for making such payment.

4. We, _________________ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warrantee Period, and that it shall continue to be enforceable till the dues of the Railway under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or

Signature of tenderer
till ___________________________ (office/Department) Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Licensee(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ___________________________ (date of completion + 6 months) we shall be discharged from all liability under this guarantee thereafter.

5. We, ________________________________ (indicate the name of the Bank) further agree with the Railway that the Railway shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Licensee (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Railway against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Licensee/s or for any forbearance act or omission on the part of the Railway or indulgence by the Railway to the said Licensee(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Licensee (s) Supplier (s).

7. We, ________________________________ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Railway in writing.

Date this ________________ day of __________ 20XX.

For ______________________

(Indicate the name of Bank)

Witnesses (With Signature, name & Address)

1. 

Seal of the Bank

2. 

Signature of tenderer
Model Agreement for the purpose of Cycle/Motor Cycle/ Scooter /Car Parking stand at _______________ Railway Station.

An agreement made this ______ day of _______ two thousand ________ between the President of the Union of India, (Hereinafter called preamble “The Administrator) of the One Part and Shri/M/s/Smt._________ (Hereinafter called the Licensee/Licensees) which expression shall where the context so requires or admits, be deemed to include his/their or either of his/heirs, executors and administrators of the Other Party.

WHEREAS THE LAND hereinafter described forms a portion of the S.C.Railway and has been for some time past in the occupation of the Administration and WHEREAS the Licensee/Licensees has/have applied to the Administration for a license or permission to operate a ------------------- Parking Stand and for the said purpose to have the temporary use and occupation of the said land which license or permission the Administration have agreed to grant upon the terms and conditions hereinafter contained.

Now, it is hereby agreed and between the said party/parties hereto as follows:

a) This agreement is for Extending Parking service to Railway customers/ Employees at Cycle/Motor Cycle/ Scooter and Car Parking Stand Contract at ………. Station as per laid down guidelines and policy of directives issued by Railways and any other statutory regulations for a period of 3(Three years) commencing from ………… To ………… at an annual license fee of Rs……. per annum .

There will be no extension of contract under any circumstances. The Annual License Fee will be uniform for all the three (3) years. However, in the case of revision of parking charges during the period of contract, the License Fee and Security Deposit will be enhanced proportionately.

b) The Licensee/Licensees shall have the use of all that piece of land on the Railway’s Station for the said purpose of Parking Stand measuring about __ in length and ___into run the breadth and containing by measurement ____ square feet as given in the rough sketch as Annexure-1 to this Agreement for the purpose of operating a ……………… Parking Stand and for no other purpose whatsoever and subject to the conditions hereinafter contained.

2. The Licensee/Licensees shall not erect or cause to be erected on the said land or on any part thereof any buildings or structures of a permanent or a quasi-permanent nature.

3. The Licensee/Licensees may lay, erect and retain upon the said land structures of purely temporary character only subject to express approval given by the Administration and subject to the conditions hereinafter mentioned and shall have to provide at his/their own expenses all the facilities like stands, shelter, enclosures, and other facilities on the said land and premises, and/shall be responsible for keep proper maintenance of fence boundary wall and surface provided by Railways during the continuance of License hereby granted.

Signature of tenderer
4. The Licensee/Licensees shall before proceeding to erect any structure or structures in pursuance of Clause 3 hereof give a notice in writing thereof to the Divisional Engineer of the S.C Railway of the Division concerned specifying the purposes sites of this temporary structure or structures intended to be erected and shall furnish him with the detailed plan, elevation and specification of such structure or structures and the Licensee/Licensees shall erect such structure/structures save on such site and in accordance with such plan, elevation and specification thereof as shall be first approved by the Divisional Engineer concerned of Hyderabad Division of South Central Railway.

5. The said temporary structure or structures shall vest in and shall become the property or properties of the Administration and shall be under their sole control and the Licensee/Licensees shall have no right or interest in or claim to the said land or structures (hereinafter called collectively the said premises) whatsoever subject to the provisions of Clause II thereof.

i) A proper drawing of the parking stand with clear demarcation of landmarks is enclosed in the tender document. However, during the course of the tenure of the contract, if the licensee wants additional area due to sudden increase in vehicle traffic, then the licensee should make a formal application to Sr.DCM for allotment of additional parking area. After following the due process, division will permit the additional area (subject to availability of additional land) by enhancing the license fee proportionately in the proportion of the increase in land area.

The Licensee simply occupying additional Railway area (over and above what is allotted) will be viewed seriously and hefty penalties would be levied. Division should clearly demarcate the parking area allotted for the stand by making (a) Boundary Wall (or) (b) Tie bar or barbed wire fencing (or) (c) by erecting metal poles at spacing of 2 metres, all round the boundary.

ii) The Administration shall at all times be at liberty to carry out any changes, repairs, renewals, additions or alterations to any of their structure or structures. In case, for, the above purpose it becomes necessary to dismantle either the whole or any part of the temporary structure/structures erected by the licensee/licensees on the said land, the licensee/licensees shall bear the entire cost. If any work is done by the Administration to the temporary structure/structures as aforesaid, the cost thereof shall be increased by the usual supervision charges and shall be paid by the licensee/licensees to the Administration immediately on demand. The licensee/licensees shall also reimburse the Administration for any losses or damages caused to the property of the Administration by the erection and or presence of the temporary structure or structures referred to above.

6. The licensee/licensees shall also be liable to the Divisional Engineer which expression shall be deemed to include any person for the time being holding the appointment of Divisional Engineer or any Acting Divisional Engineer or any other person so appointed of the South Central Railway within the Hyderabad Division in which the said premises are situated/free access at all times to the said premises and the licensee/licensees shall whenever so required by the Divisional Engineer forthwith pull down, rebuild or repair any part or parts of such structure or structures

Signature of tenderer
which the Divisional Engineer may consider to be improperly situated or of defective design, construction or material or in want of repairs.

7. The Licensee/Licensees shall have insurance for vehicles against loss, theft or damages etc. due to theft, fire and other accidents. Licensee/Licensees shall pay the premium thereon regularly to Insurance Company and submit receipt to the Railway Administration along with the Xerox copy of such insurance policy premium receipt for verification. Licensee/Licensees will make good the losses due to theft, fire, and damage etc. to the owners of the vehicle. Licensee/licensees will get the insurance policy renewed from time to time during the contract period.

8. The Licensee/Licensees shall during the continuance of this license pay to the Administration for the use of said premises under the conditions of this license an Annual/half year License fee of Rs.________/- (Rs.____________________only). The Licensee/Licensees shall also duly pay during the continuance of this license all cesses, rates, water charges, GST, taxes and other charges or taxes, if any, in respect of the said premises or proportion of all cesses, rates, water-charges, taxes and other charges of taxes of the said premises if Administration deem they are not separately assessed in respect thereof and as may be intimated to the licensee/licensees and any neglect of omission on the part of the servants of the Administration in giving such intimation to recover such charges of taxes shall not prejudice and right of the Administration to recover the correct amount of such charges of taxes shall not prejudice and right of the Administration to recover the correct amount of such charges or taxes due from the licensee/licensees from the date of occupation by him/them of the said premises. The cess and other charges will be payable along with the scheduled License fee.

Payment of License Fee – Where Tender Value (total of all three (3) years Reserve price) is less than Rs.25 lakhs:

9. The license fee accepted by Railways (if necessary after negotiations and which is mentioned in the LOA) will be the annual license fee payable by the licensee. The license fee will remain same in all the three years of contract period. There will be no escalation in license fee during the period of contract. However, in case of revision of parking charges during the period of contract, the license fee will be enhanced proportionately.

10. The Licensee fee should be paid once in a year in advance. Payment of license fee on monthly/quarterly/half yearly installments is totally prohibited.

11. The Licensee must remit the First Year license fee within 20 days from the date of acknowledgement of (LOA). The Parking premises shall not be handed over to the Licensee without payment of first year license fee and security deposit. In case the Licensee fails to pay the first year License fee within 20 days from the date of acknowledgement of the LOA by the Licensee, then the LOA will be cancelled and the Earnest Money Deposit (EMD)/Security deposit, if any, will be forfeited. The Licensee will be debarred from participating in parking tenders over South Central Railway for a period of 3 years. Further action may also be taken at the discretion

Signature of tenderer
of Sr.DCM to terminate other parking contracts being executed by the Licensee on the division duly forfeiting Security Deposit and License Fee of those contracts.

12. The License fee has to be paid in the form of cash or Demand Draft issued by Scheduled Commercial Bank.

13. For the subsequent years, i.e. 2nd and 3rd years, the License Fee shall be paid 15 days before the commencement of the year for which the License Fee is due. Any delay in payment of License fee shall attract interest @24% per annum calculated for the number of days of delay. In case the Licensee fails to pay the License fee within 90 days of the due date (Due date is 15 days before the commencement of next year contract; so 90 days =15 days before the date of commencement of the year of contract + 75 days after the commencement of the year), the License will be terminated by treating it as breach of contract without issuing any notice for termination and with all attendant liabilities. The Licensee will be debarred from participating in parking tenders over South Central Railway for a period of 3 years. Further action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the Licensee on the division duly forfeiting Security Deposit & License Fee of those contracts also.

Illustration: - Let us say, the second year of the contract starts from 16-01-2019. Then the due date for payment of license fee will be 01-01-2019. License fee can be paid with 24% (per annum) penal interest up to 31-03-2019. If it is not paid up to 31-03-2019, then the contract will be terminated on the next date (01-04-2019). All the materials belonging to contractor will be handed over to the Licensee. If he refuses to receive the materials, they will be surveyed and taken possession jointly by commercial supervisor and RPF official. The materials will be disposed off in open auction and the proceeds will be credited to Railways. The licensee shall have no claim on these proceeds.

14. In such cases of Termination, the License Fee due for the 75 days will be adjusted from the Security Deposit and the balance amount in Security Deposit will forfeited and appropriated by Railways.

15. Payment of License fee in time is entirely the responsibility of the Licensee. Railway will not give any reminder or advance notice or intimation prior to the due date of notification.

16. In addition to the license fee, the Licensee has to pay the Income Tax, GST as applicable, Conservancy Cess charges, electricity charges if any, and any other taxes as levied by Government of India from time to time.

17. Security Deposit (SD) :
   a) The Licensee should submit Security Deposit equivalent to Six (06) months License Fee.
   b) The Security Deposit should be submitted in the form of Demand Draft from scheduled commercial banks (or) FDR from a Nationalized Bank (or) Cash Paid at the Divisional Pay Office (or) as Bank Guarantee from a Nationalized Bank. The instrument should be in the name of Sr. Divisional Finance Manager, Hyderabad Division.
   c) The validity of the instruments given as security deposit should be for 42 months.

Signature of tenderer
d) The security deposit should be paid (or) given to railways within 20 days from the date of acknowledgement of LOA by the licensee. No extension will be granted beyond this 20-day period for payment of security deposit. If the licensee fails to pay the security deposit within this 20-day period, the contract will be terminated forthwith and the EMD will be forfeited. In addition to this, the contractor will be debarred from participating in the parking tenders over south central railway for a period of 3 years. Further, action may also be taken at the discretion of Sr.DCM to terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts.

e) However, in case of revision of parking charges, railway reserves the right to modify the Security Deposit proportionately.

18. **Forfeiture of Security Deposit (SD):**
   
The Security Deposit remitted by the Licensee will be forfeited under the following circumstances:
   
   i. If the Licensee fails to pay the License fee within 90 days from due date.

   ii. If the Licensee rescinds from the contract midway during the tenure of the contract.

   iii. When the contract is terminated by the Railway Administration due to any act of misconduct/misdemeanor of the Licensee or his staff.

19. If any change/addition/deletion is made by the Bidder/Licensee in the tender document/Contract agreement and the same is detected at any stage even after the award of the tender, **full earnest money deposit/balance license fee and security deposit** will be forfeited, and the contract will be terminated. Further, the bidder/licensee will be debarred from participating in future Parking Contract tenders over South Central Railway for a period of Three (3) years and/or prosecuted. In addition, Sr.DCM at his discretion may also terminate other parking contracts being executed by the tenderer on the division duly forfeiting Security Deposit and License Fee of those contracts.

20. Licensee agrees that if he/she has furnished any wrong information/details in the bid document during the course of contract, Railways has the right to annul the license and terminate the license agreement along with attendant liabilities on knowing that the license has been awarded to me/us based on the wrong information/details furnished by me/us in the bid document. Licensee shall be debarred by Railway for further participation in future parking contracts of South Central Railway for a period of three (3) years and Sr.DCM at his discretion can also terminate other parking contracts being run by me duly forfeiting Security Deposit and License Fee of those contracts.

21. This license shall be governed by the Laws of India for the time being in force, including labour laws. This contract shall be deemed to have made at the place from which the acceptance of license has been issued. The labour employed by the Licensee should have good antecedents and should be courteous towards passengers. Complaints received in this regard will be liable for penalty.

22. Entering into a contract with the Licensee shall not create an employer-employee relation between the Railways and licensee or staff engaged by him. Neither the licensee nor the staff engaged by the licensee will be treated as employees of Railways and they will not be entitled for the benefits available for Railway employees.

Signature of tenderer
23. **TAX LIABILITY**: The Licensee shall be responsible for all the taxes to be paid to the civic agencies for the services rendered by him. There will be no tax liability upon the railways whatsoever on any account. Taxes may be revised, if needed, based on the amendments to IT Act or any other statutory taxes applicable under laws governed by State/ Central Governments. Therefore, the licensee shall produce an Income-Tax Clearance Certificate at the end of each year ending the currency of the license.

24. The Licensee should ensure that they are GST compliant and their quoted Tax structure/ rates are as per GST Law.

25. The Licensee shall provide the digital payment infrastructure facilities viz. POS/Swipe Machine, UPI/BHIM, Bharat QR Code, Mobile Wallets and any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transactions at parking stands as advised by railways.

26. The Licensee shall make their own arrangements for printing and issuing of serial numbered parking tokens along with counter foil indicating the Name of the Licensee, Cell Number, Name/Identification of Parking lot, Station, Date, Time of Entry and Exit of Vehicle and Rate chargeable for Vehicle.

27. The Licensee shall maintain proper registers with regard to daily trend of vehicles and amount collected. The Licensee shall submit necessary reports as and when desired by the Railway Administration in required format.

28. The licensee should collect only the prescribed parking charges as approved by Railway administration. In the event of any upward revision in the parking charges during the currency of the contract, the licensee has to pay the proportionate additional license fee and security deposit to Railways, because of the increase in parking charges.

Parking charges are appended below:

**The Parking Fee to be charged by the licensee for Cycle/Motor Cycle/Scooter/Car**

<table>
<thead>
<tr>
<th>Station category</th>
<th>Charges to be levied for normal parking stands</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle type</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cycle</td>
<td>Scooter/ Motor Cycle</td>
</tr>
<tr>
<td>A-1 &amp; C</td>
<td>4/-</td>
<td>10/-</td>
</tr>
<tr>
<td>A &amp; B</td>
<td>3/-</td>
<td>8/-</td>
</tr>
<tr>
<td>D, E &amp; F</td>
<td>2/-</td>
<td>6/-</td>
</tr>
</tbody>
</table>

Signature of tenderer
**Monthly Charges for General Parking Stands:**

<table>
<thead>
<tr>
<th>Station category</th>
<th>For General public</th>
<th>For Railway Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle type</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cycle</td>
<td>Scooter/ Motor Cycle</td>
</tr>
<tr>
<td>A-1 &amp; C</td>
<td>120/-</td>
<td>400/-</td>
</tr>
<tr>
<td>A &amp; B</td>
<td>80/-</td>
<td>200/-</td>
</tr>
<tr>
<td>D, E &amp; F</td>
<td>60/-</td>
<td>150/-</td>
</tr>
</tbody>
</table>

**Note:**

1. Customers can pay the monthly charges for more than one month also at a time. The maximum period in such cases is three (3) months. However, in the event of the licensee giving 4 months notice of termination (or) in the last three (3) months of the contract, the licensee should not issue 3 months monthly season passes. Similarly, he should stop issuing fresh monthly season passes in the last month of his contract.

2. Motor Cycle includes Scooters, Mopeds and Tri-motor Cycles etc.

3. Car includes SUVs, MUVs also.

**29. AUTOMATION AND COMPUTERIZATION:** Computerized coupons should be issued by the licensee of parking stand contracts at A-1 & A Category stations. This Computerized coupon shall clearly prescribe the name of the licensee, Mobile Number, the name/identification of parking lot, date and time of issue of coupons, Serial Number on coupons with counterfoils and amount charged for coupon/monthly pass. If the licensee fail to issue computerized coupons at A-1 and A Category stations, fine will be imposed on daily basis equivalent to the amount of per day license fee for the number of days computerized coupons are not issued.

**30. ADDITIONAL AREA:**

A proper drawing of the parking stand with clear demarcation of landmarks is enclosed in the tender document. However, during the course of the tenure of the contract, if the licensee wants additional area due to sudden increase in vehicle traffic, then the licensee should make a formal application to Sr.DCM for allotment of additional parking area. After following the due process, division will permit the additional area (subject to availability of additional land) by enhancing the license fee proportionately in the proportion of the increase in land area.

The Licensee simply occupying additional Railway area (over and above what is allotted) will be viewed seriously and hefty penalties would be levied. Division should clearly demarcate the parking area allotted for the stand by making (a) Boundary Wall (or) (b) Tie bar or barbed wire fencing (or) (c) by erecting metal poles at spacing of 2 meters, all round the boundary.

**31.** Railways shall be free to put up any hoardings or advertisements or any other facility in the parking area. Any income arising out of such facilities shall belong to Railways and the Licensee shall not have any right of share.

Signature of tenderer
32. Railways reserves their right to shift the allotted parking stand area to other feasible parking locations, for the purpose of renovation (or) development works at that station.

33. If for any reason, the Administration is not able to honor the whole or part of contract and considers it necessary to cancel the whole contract or reduce the scope of the contract on Railway account, no compensation will be payable for such cancellation, except refund of the proportionate amount of license fee as well as Security Deposit due to the contractor without any interest. No appeal against this decision will be entertained.

34. The Railway Administration shall not be responsible for any loss or damage caused to the contractor due to total or partial discontinuance of parking contract under the agreement for any reasons whatsoever.

35. **CLEANLINESS OF PARKING STAND:**
   Licensee/Licensees shall always keep the parking stand area in clean and sanitary condition and shall remove all waste material. All expenditure on account of maintaining proper cleanliness of parking shed shall be borne by the Licensee.

36. **DISPLAY OF PARKING CHARGES:**
   A) Licensee shall keep Sign boards of not less than 4X3 ft size at conspicuous places in the parking lot as deemed necessary by railways and at both entrance and exit compulsorily. Bigger size rate boards should be at bigger stands at major Stations.
   B) Parking tariff boards should be displayed in an elevated position from the ground so that they are clearly visible from a distance.
   C) Colour scheme should be similar to that of information boards provided at stations (background- in blue & text - in white), so that the rates should be clearly visible to passengers. Name of the Contractor with Mobile Number shall be displayed.

37. **ENGAGEMENT OF STAFF AT PARKING STANDS:**
   a) The Licensee shall appoint reliable and honest staff in adequate number and only such staff who are able to control the traffic smoothly and round the clock. The appointed parking staff, while on duty shall wear prescribed uniform and ID Card and will be required to manage and operate the parking lots in an orderly manner without any inconvenience to customers. The Licensee shall ensure that the staff engaged should maintain good conduct, etiquette, personal hygiene, politeness courtesy and improve customer’s satisfaction and experience. The Licensee shall ensure that the parking staff should be well groomed and wear proper uniforms as prescribed by Railway from time to time.
   
   b) The cost of manpower has to be borne by the licensee.
   
   c) The Licensee should provide the following prescribed uniform for the staff manning the parking stand:
      **Males:** Dark grey trouser and Light grey shirt (or) any other uniform prescribed by Sr.DCM.
Females: Dark grey sari/chuddidar and Light grey blouse/chunni (or) any other uniform prescribed by Sr.DCM.

d) The Identity Cards for licensee employees will be issued by the Licensee only. ACM/DCM of the Divisional Office will only authenticate the ID cards issued by Licensee. The ID card should not have any Railway related identity marks, except the signature, name and stamp of authenticating official.

e) The authority authenticating the Identity Cards shall invariably keep a record containing the full details of the staff engaged by the Licensee such as, 1) Copy of the Police Verification Certificate, 2) Medical Certificate, 3) Photo copy of the ID Cards. These details should be available at the Divisional Commercial Office and with the Sectional CCIs.

f) Submission of Police Verification Certificate and Medical Certificate of the licensee employee is mandatory for issue of Identity Card.

g) WORKING HOURS OF PARKING STAND: The Parking Stand should be working 24/7 and all 365 days, irrespective of whether there are train services or not.

38. PROHIBITION OF SUB-LETTING: The parking stand site and the works assigned to the Licensee by the railways shall not be transferred by the licensee to any person, trust, society or institution in any manner whatsoever at any time.

39. EXIT CLAUSE:

A) TERMINATION BY RAILWAYS:

The competent authority (Senior Divisional Commercial Manager of Railways) reserves the right to terminate the contract at any time during the tenure of contract without assigning any reasons. Prior to termination, a 15-day notice of termination will be served on the licensee. This mode of termination of contract can also be done in case of any breach of contract conditions by the licensee. If the competent authority so desires, he can give termination notice period of more than 15 days also.

b. EXIT BY LICENSEE:

The licensee can also exit the contract, but only after he completes tenure of at least one year from the date of commencement of contract. After completion of one year of contract, at any time the licensee can give a notice of termination. The period of notice in this mode will be 4 months. This procedure is illustrated below:

Let us say, date of commencement is 01-10-2018

The licensee can issue the notice of termination only on or after 01-10-2019

Assuming that the notice for termination was given on 01-10-019, then the contract will be terminated with effect from 01-02-2020.

c. In case the licensee issues termination notice after one year duly paying the due license fee, the subject security deposit will be refunded to the licensee after recovering any dues to the railways. Left-over license fee, if any, lying with railways will also be refunded.

Signature of tenderer
d. In case the licensee issues termination notice immediately after one year of contract, the contractor cannot say that the license fee for the four (4) months notice period should be adjusted from security deposit. The contractor has to pay the four (4) months license fee. Otherwise, this will be treated as breach of contract and the licensee will be debarred from participating in future parking tenders over South Central Railway for a period of Three (3) years. Further, Sr.DCM at his discretion may terminate other parking contracts being executed by the contractor on the division duly forfeiting Security Deposit and License Fee of those contracts.

e. If the licensee rescinds the contract in the mid way before the first year (or) abandons the contract before the first year, security deposit will be forfeited and he will be blacklisted for a period of three (3) years in participating in parking tenders over South Central Railway. Further, leftover License fee, if any will also be forfeited and confiscated. In addition, Sr.DCM at his discretion can take action to terminate other contracts of the licensee in the division duly confiscating the Security Deposit and License Fee of those contracts as well.

40. **TRANSFER OF LICENSE TO THE LEGAL HEIR:**
Transfer of license to the spouse/legal heir would be allowed only in the event of death of the original licensee. The License can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of Senior Divisional Commercial Manager. Affidavit for nomination of the legal heir should be submitted by the licensee at the time of entering into contract. The nomination should be only from amongst the family members.

41. The responsibility of providing shed to the vehicles parked in the parking stand lies with the licensee. In this regard, if the licensee desires to make any temporary constructions, it should be done only on prior permission of the concerned authorities of Railway Administration. The Licensee shall provide covered shelter in a manner that it does not adversely affect the aesthetics of the station building or the circulating area of the station. In this regard, if licensee desires to make any temporary construction, it can be done only on prior permission of the Railway Administration. All the expenditure on account of providing covered shelter and temporary structures shall be borne by the Licensee.

42. **ELECTRICITY CONNECTION:**
The electrical connection will be provided to the successful tenderer who shall apply to the office of the Senior Divisional Electrical Engineer in the prescribed pro-forma for the subject contract and on payment of requisite fees. The successful tenderer shall have to arrange at his own cost all the equipments, wiring and other electrical installations necessary as per the required standard and specification of the Railway Administration. The licensee shall not use electrical heater, toaster and other appliances in the premises for the preparation of tea, coffee, heating food etc.

43. In case of loss of token, the return of the vehicles to its owner shall be done by the licensee after due verification of credentials of the owner and after obtaining an indemnity, if necessary.

Signature of tenderer
44. Unclaimed vehicles should be handed over to the State Police. If a vehicle is lying in the parking stand unclaimed for a period of 3 (three) months, then the licensee will hand over such vehicle to state police under advise to railways.

45. The licensee shall be responsible for any damage to the vehicles or any of its parts while in his custody if parked in the parking stand. The Security/Custody of Vehicles in the Parking lots will be sole responsibility of the Licensee.

46. The Licensee shall keep the Railway Administration indemnified and completely absolved of any risk, damage or loss, however caused due to any kind of disturbances to their property or to their personnel under employment or otherwise engaged by them in discharge of their duties connected with the operation and management of parking stand including claims under the Workmen's Compensation Act.

47. The Licensee 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 contractor to the Railway Administration immediately on demand.

48. Licensee indemnifies Railway against contravention of laws by contractor. The contractor 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 Contractor in the course of the contract by which is contrary to such laws.

49. The Licensee shall comply with all relevant statute including Contract Labour (Abolition and Regulation) Act and Rules of Payment of Minimum Wages Act and other Labour Laws and keep the Railway Administration indemnified against any claims arising out of said act.

50. No Railway facilities such as pass, concessional ticket consideration of employment in Railways will be available to the staff engaged by the Licensee. The Licensee shall be fully responsible for the welfare of his employees.

51. INSURANCE:
Licensee/Licensees shall have insurance for the vehicles against loss, damage, fire and other accidents. Licensee/licensees shall pay the premium thereon regularly to Insurance Company and submit receipts to the Sr. Divisional Commercial Manager along with the Xerox copy of such Insurance Policy Premium receipt for verification. Licensee will make good the losses and damages to the owners of the vehicle. Licensee should get the Insurance Policy renewed from time to time during the period of license.

Signature of tenderer
52. **Labour Laws, Provident Fund ESI:**

The Licensee shall comply with the provisions of all applicable laws, ordinance, rules & regulation prescribed in:


ii) Payment of Minimum Wages Act 1936.

iii) Employees Compensation Act 1923.

iv) Shops & Establishment Act.

v) PF Act 1952 & ESI Act 1948.

vi) Prevention of Child Labour Act (no Child labour shall be employed by the contractor)


viii) The Licensee shall pay at his own cost all charges in connection herewith.

53. **PENALTY:**

The Licensee shall be liable to pay such penalty/fine as the Railway Administration may impose on him for irregularities in working, public complaints, deficiency in service, etc.

54. The penalties to be imposed by the Inspecting officials shall be as under:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Officials</th>
<th>Amount of Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asst. Scale/Senior Scale (Divisional level)</td>
<td>Up to Rs.2,000/- for each incident</td>
</tr>
<tr>
<td>2</td>
<td>JAG/Selection Grade (Division/HQRs)</td>
<td>Up to Rs.6,000/- for each incident</td>
</tr>
<tr>
<td>3</td>
<td>SAG and Above (Division/HQRs)</td>
<td>Up to Rs.10,000/- for each incident</td>
</tr>
<tr>
<td>4</td>
<td>DRM, PCCM, AGM, GM</td>
<td>Full Powers</td>
</tr>
</tbody>
</table>

The Licensee shall pay the penalty immediately.

55. The licensee should extend thorough professional service to the customers. Deficiency in service, irregularities in working, rude behavior with customers, public complaints etc., will result in hefty fines and penalties. Even after fines and penalties, if there is no improvement in the performance of the licensee, Railways can take action to terminate the agreement as per Para 18.1 of Exit Clause.

56. Complaints cum Suggestion book should be available at the parking stand all the time, so as to enable the customer to lodge his complaints/Suggestions.

57. All tenderers should ensure that they are GST compliant and their quoted Tax structure/ rates are as per GST Law.

58. **Arbitration Clause:** If any dispute in regard to implementation of the agreement with the Railway, difference or claim arising out of this agreement, shall be referred to a sole arbitrator who shall be appointed by the General Manager, South Central Railway. The venue of such arbitration will be at Hyderabad. The provisions of Arbitration and Conciliation Act, 1996 (with amendments) will be applicable in arbitration proceedings.

Signature of tenderer
59. All disputes are subject to the jurisdiction of Hyderabad courts only.

IN WITNESS WHEREOF, Senior Divisional Commercial Manager of the South Central Railway, Hyderabad for and on behalf of the Union of India and Shri________________________________________ Licensee has here up to set their respective hands on the day and year above written.

Signed by
LICENSEE/LICENSEES

Sr. Divisional Commercial Manager,
Hyderabad Division,
South Central Railway
For & On behalf of the President of the UNION OF INDIA.

Signed by above Licensee in the presence of

Witness: 1.________________________

2.________________________

Signature of tenderer
Rough Sketch of Temporary Railway Station at Vening

Kurukol City