

WESTERN RAILWAY

Headquarter Office
Churchgate, Mumbai-20

No. C 481/7/Policy

Date: 21.09.2016

Sr. DCM – BCT BRC RTM ADI RJT

DCM - BVP

Sub: Guidelines on Cycle/motor Cycle/Scooter /Car parking contracts etc.

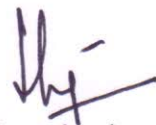
Ref:-Board's letter no 2004/TG-IV/8/P. dated 14.05.15

Railway Board had advised Zonal Railways to frame their own policy guidelines regarding Cycle/Motor Cycle/Scooter /Car parking contracts at station vide above referred letter.

As such, the policy of Cycle/Motor Cycle/Scooter /Car parking contracts was reviewed by this office and comprehensive policy on Cycle/Motor Cycle/Scooter /Car parking contracts prepared. This is being issued in supersession of all the earlier instructions on the subject. The comprehensive policy guidelines for Cycle/Motor Cycle/Scooter /Car parking contracts are enclosed.

This has been vetted by Finance and approved by General Manager.

Encls:- as above.


(Ity Pandey) 20/9/16
Dy.CCM(G)
For CCM

Sent through e-dak on 21.9.16.

Broad guidelines on Cycle/Motor cycle/Scooter/Car parking contracts

1. Objective

- 1.1 Facility of parking of private and public motor vehicle in railway station premises an important passenger amenity is being provided by the Railways, which, in most of the railway stations is outsourced and at some of the stations wherever outsourcing is not feasible, the service is managed departmentally.

While the primary objective of this policy is to extend parking facility to the passengers as a important amenity at stations, this should also be handled as revenue earning activity of Railways.

- 1.2 The railways should make efforts to provide parking facilities at all the stations where such facilities are required. For this purpose, a team of nominated Engineering and Commercial officials shall finalize a plan for each station after conducting survey of the proposed parking area with locations and dimensions clearly marked on the plan.
- 1.3 To prevent encroachment of additional area (over & above the allotted and earmarked parking area) by the contractor(s), railway shall provide a well demarcated, fenced and leveled surface to the contractor for parking purpose. However, pota cabin type uniform and aesthetically designed handling counter should be provided by the contractor in a manner that the station aesthetics are not obstructed.

2. Tendering

- 2.1 At all category of stations i.e. A-1, A, B, C, D, E and F, the parking contracts shall be awarded through 'Single Packet' Open Tender System for a Period upto 3 Years. However, if there is a lack of response, contract can also be awarded on 'quotation basis' for a limited period of say three months at a time, with the concurrence of Divisional Finance and the approval of ADRM/DRM.
- 2.2 The process of fresh tendering should be initiated at least four months before the expiry of the existing contract so that there is no time gap between the expiry of existing contract and commencement of the new one.
- 2.3 At 'F' category halt stations/operated by halt agents, parking contracts can also be given to halt agents in addition to the halt contract on a fixed reserve price based on assessed traffic and locally prevailing rates. Separate agreement for parking may be signed with the halt contractors
- 2.4 When no offers are received even after floating continuous two open tenders, the Reserve Price may be reduced suitably with concurrence of Associate Finance and approval of DRM.

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3. **Earnest Money Deposit (EMD)**

- 3.1 Earnest money in parking contracts shall be 5% of the total contract value calculated on the basis of Reserve Price. The EMD shall be in the form of DD, Banker's cheque or Bank Pay order only. EMD may be adjusted towards license fee of first quarter of first year. EMD of unsuccessful bidders will be returned after finalization of tenders. No interest shall be payable on EMD.

4. **Security deposit (SD)**

- 4.1 Security deposit @ 10% of the total value of contract of concerned parking site should be taken in the form of FDR; Bank Guarantee Demand Draft or Cash with the provision of renewal of Bank Guarantee. The SD shall be released only after the completion of the contract duly ensuring that the Railway premises are handed over by the contractor after proper cleaning and removal of debris with all railway assets intact with a certificate by the concerned supervisors and controlling officers.

No interest shall be payable on SD.

5. **Reserve price (RP)**

- 5.1 Reserve price for all category of stations should be assessed by the Sr. DCM/DCM (as branch officer) in advance before inviting tenders/quotations with the concurrence of Divisional Finance on the basis of the parameters such as number of users, type of vehicles, parking charges prevailing at other locations in the area, last accepted rate (LAR) at which the previous contract has been successfully operated for half of the contractual period. The Reserve Price for premium parking should be kept reasonably higher than the Reserve Price fixed for normal parking. The reserve price so fixed with the concurrence of Divisional Finance should have the approval of DRM.

- 5.2 Fixation of license fee for any additional area, during the currency of contract, if considered necessary, justified and feasible should be based on pro-rata basis of the existing license fee of the parking plot duly concurred by associate finance and approval of DRM.

- 5.3 In case of newly identified/developed parking space, the reserve price should be fixed on the basis of EOI (Expression of interest). EOI will be called with the approval of Sr. DCM. In first instance, the parking plot will be awarded on quotation basis for a period of six months with the concurrence of Divisional Accounts and approval of ADRM/DRM. Subsequently, the reserve price for long term contract will be finalized as per para 5.1 above

6. **Parking rates**

- 6.1 Parking rates for Auto/ Taxi/ Cars/ Cycle/ Scooter/Motor Cycle & other two Wheelers /Mini Bus/Other passenger carrying commercial vehicles should be fixed by Sr. DCM/DCM with the concurrence of associate finance and the approval of DRM. While fixing the parking rates, a survey should be carried out for parking charges prevailing at other similar locations in the city/area. Prevailing parking rates should be reviewed and revised before inviting tenders. The parking rates should be kept in mind while fixing RP as brought out at para 5.1

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- 6.2 If the parking rates are revised during the currency of contract period, the existing license fee will be increased proportionately with the concurrence of associate finance and approval of DRM
- 6.3 If during the currency of contract period, area of the parking plot is increased/decreased, the license fee will also be increased/decreased proportionately with the concurrence of associate finance and approval of DRM
- 6.4 Monthly passes issued should be valid only for the contractual period.

7. **Extension of Contract**

- 7.1 Normally, extension of existing contract period should be avoided by proper advance planning. However, in case of expiry of contract period and non finalization of new contract due to unavoidable & exceptional circumstances, for ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor, extension of the existing contract period may be considered for a period of three months at a time (maximum 6 months) with the concurrence of associate finance and approval of tender accepting authority.
- 7.2 In case, tender for long term contract are not finalized and quotation based contract is also expiring, the extension of contract awarded on quotation basis can also be extended for a further period of three months with the concurrence of associate finance and approval of ADRM/DRM.

Other Types of parking contracts

8. **Premium Parking**

- 8.1 Feasibility of having premium parking facility may also be explored at 'A- 1' and 'A' category stations for which also contract can be awarded through open tender adopting 'Single Packet System'. The agency (contractor) for this service shall provide adequate infrastructure like earmarked lanes for entry and exit, automated boom barriers as provided at Toll Plazas and the Railways to the extent possible shall provide separate convenient access to the platform other than through the existing circulating area.

9. **Call taxi/radio taxi**

- 9.1 Wherever there is a potential for extending parking facility for call taxi/radio taxi etc. as adequate area for parking upto 10 such call taxis/vehicles may be earmarked which should be independent of auto/taxi parking. Contract for this facility should be given through a separate tender. The Reserve Price and Parking rates for call taxi/radio taxi may be decided according to market conditions in consultation with associate finance and with the approval of DRM.

10. **Parking for passenger carrying commercial vehicles(PCCVs)**

- 10.1 For other passenger carrying commercial vehicles viz, Autos, Taxis (Cars), Tempos, Minibus, Bus etc. adequate and separate space may be earmarked. Contracts may be given through open tender independently. The reserve price and parking rates for these types of vehicles may be worked out by Divisional office on the basis of prevailing market conditions in consultation with Associate Finance and with the approval of DRM.

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11 **Prepaid auto/taxi booth**

11.1 Prepaid auto/taxi booth which are generally being managed by local police/GRP/traffic police may be permitted in the space earmarked for Auto/Taxi stand. The taxes or charges due to State Government should be collected from the taxi operators by the State Authorities like local police/GRP/traffic police etc.

11.2 Looking to the local conditions and feasibility, DRM may decide awarding of contract through tender for operation of prepaid auto/ taxi booth. Parking/convenience charge to be collected from auto/taxi will be fixed based on the facility being provided by railway and local conditions of the station. Reserve price for new contract may be based on the Survey report received from commercial inspector and accounts representative.

12 **Automation and Computerization.**

12.1 Computerized coupons should be encouraged for issue to the customers by the licensee of parking contract at 'A-1 & 'A' category railway stations which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Sr. Number on coupons with counterfoils and amount charged for coupon/monthly pass. Zonal railway shall encourage issue of computerized parking coupons at other stations wherever feasible.

13 **Payments and penalty**

13.1 Contractor shall pay the license fee 07 days prior to commencement of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. In case, contractor fails to make payment of due licence fee (before commencement of quarter). a penalty @18% per annum of the amount due will be levied for the delayed period. In case of failure in payment of license fee by the contractor upto 30 days period after commencement of next quarter, Sr. DCM shall issue 07 days show cause notice for termination of contract and if contractor fails to respond within given time, 48 hours final notice for termination of contract and for clearance of premises shall be given to the party

13.2 On account of substantiated complaint of overcharging, deviation to agreement clauses, poor hygienic standard of parking plot, misbehavior or any other irregularities, Sr. DCM/DCM will be empowered to impose a penalty upto Rs. 10,000/- on each occasion.

13.3 In case of repeated occurrences of complaints as defined in para 13.2, a show cause notice for termination of licence may be served to the contractor by Sr. DCM/DCM. In case the contractor fails to respond to this Show cause termination notice in a befitting manner or satisfactorily, the license will be liable to be terminated by forfeiting security deposit and balance license fee with the Railway.

13.4 Any money recoverable from the contractor either under this contract or any other contract operational over the Zonal railway can be recovered from any money payable to the contractor under this contract or any other contract.

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13.5 If the area of parking plot is found to be used in excess of the allotted area, as per report received from the inspecting official, a penalty upto Rs. 10,000/- will be levied by Sr. DCM on first instance of default on the part of the contractor. However, the inspecting official will have to record exact measurements of excess utilization of space and will have to enclose the same with the Inspection report. On second and subsequent defaults, the penalty can be increased suitably by Sr. DCM upto Rs. 50000/-. In case of continuous three such defaults of excess utilization of allotted parking space, contract may be terminated by giving show cause notice. No other amount/charges will be recoverable except the above detailed penalty for excess utilization of parking space.

14 **Vetting of agreement**

14.1 The agreement shall be executed within 45 days of issue of LOA after deposition of Security Deposit and the same should be vetted by associate finance.

15 **Eligibility criteria / documents:**

15.1 Any individual, Partnership firm, registered societies, trusts or private and public limited company etc. registered in India can apply subject to submission of following documents:

i) EMD and Tender Fee as applicable

ii) Copy of PAN card.

iii) Copy of residential proof i.e. any of the following in case of an individual:

Voter identity card, ration card, Aadhar card, driving license, passport, electricity bill etc. In case of registered societies, trusts, private and public limited company, or partnership firm.

Certificate of Registration/MOA, AOA/ Partnership deed as applicable

iv) Business address proof, if any.

Police verification certificate in case tender is subscribed by an individual which should not be older than one year from the date of opening of tender. In case of registered societies, trusts, private and public limited company, partnership firm, there will be no need to submit police verification certificate

16 **Debarring the contractor from participation in tenders:**

In case, the contractor fails to commence the contract within the stipulated time period or contract is terminated either for reasons of repeated complaints or violation of any of the existing contract conditions or terminates the contract prior to the laid down period of contract, the EMD / Security deposit shall be forfeited and the contractor will be debarred from the participating in any future tenders on the Zonal Railway for a period of two years.

17 **Right to terminate the contract:**

17.1 The contractor shall be at liberty to determine and to put an end to the license at any time after the expiry of the period of 18 months from coming into force without being liable for loss or damage which Railway administration may suffer by such determination by giving the Railway Administration 3 months prior notice in writing of his intention to terminate the agreement

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- 17.2 It shall be lawful for the Railway Administration to determine the agreement and to put an end at any time without assigning any reason and without being liable for loss or damage which the licensee/licensees may suffer by reason of such determination by giving the licensee, one month prior notice in writing of its intension to terminate the agreement.
- 18 **Signing of Agreement:**
Signing of agreement to be as per extant SOP
- 19 **Commencement of contract:**
On allotment of contract the successful bidder shall be required to commence the contract/ work with in a period of 15 days from the date of the issue of contract awarding letter or the date as advised by the railway administration in case any previous contract is still in operation.
The accepting authority shall be empowered to condone the delay on the merits of the case on written application from the tenderer and give another 15 days for commencement of the contract. In case, extension of time period is granted for commencement of contract, interest @ 18% per annum for the period of extension shall be levied. In case the first installment of license fee is not paid and security deposit is not deposited up to 30 days, the contract /LOA shall be terminated duly forfeiting the Earnest Money and tenderer will be debarred from participating in any future tenders on the Zonal Railway for a period of two years.
- 20 If there is need for staff parking at the station, the parking space and modalities of its operation will be decided by the Divisional Authorities demarcating separate areas for the same. This will not be made a part of commercial earning contract.
- 21 These instructions will not be applicable to the contracts already in-force, existing contracts will be governed by the terms & conditions of executed agreements. For the contracts which have been floated and under finalization before the date of issue of this policy shall be governed by conditions of the tender document.
- 22 The competent authority for any modification/addition/deletion in the conditions under this policy will be Chief Commercial Manager and where financial aspects are involved, the same will be done with the concurrence of FA & CAO. Any clarification with regard to the provisions of the policy will be made by the Chief Commercial Manager.
- 23 **Preparation of tender documents**
For the purpose of awarding the contract, the tender document (Tender form& agreement) will be prepared by the division on the basis of this policy with approval of Sr.DCM.
- 24 **Service Tax**
Service Tax will be paid by parking contractor to the railway at the station in the form of cash/D.D as per the rates prescribed by the Government from time to time.

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DRAFT AGREEMENT

LICENSE TO OCCUPY LAND FOR THE PURPOSE OF CYCLE/MOTOR CYCCLE/SCOOTER /CAR PARKING STAND ATRAILWAY STATION.

This Agreement is made on thisday of two thousand between the President of the Union of India, Acting through as the Executive Authority of Administration of theRailway (hereinafter called "The Administrator").....of the One Part and Shri/Smt/M/s. Acting through (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/theirs, executors and administrators of the Other Part. WHEREAS THE LAND hereinafter described forms a portion of theRailway 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 vehicles stand and for the said purpose to have the temporary use and occupation of the said land which on license or permission, the Administration have agreed to grant upon the terms and condition hereinafter contained. Now it is hereby agreed and between the said party/parties hereto as follows;

1. The Licensee/Licensees shall have the use of all that piece of land on the Railway's station for the said purpose bearing Survey No.____ Authority within the Registration Sub District ofstation of District.....and measuring aboutin length and into run the breadth containing by measurement Contract square feet or thereabouts be the same little more or less and bounded as follows that is to say;

On the North by:

On the South by:

On the East by:

On the West by:

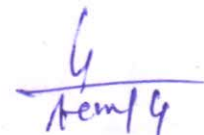
For the purpose of erecting a temporary cycle/motor cycle/scooter/car parking stand and for no other purpose whatsoever and subject to the conditions hereinafter contained.

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 such rules, regulations and bylaws, as may from time to time be made by or on behalf of the Administration or by or on behalf of any local authority in relating hereto and subject to the conditions hereinafter mentioned and shall have to

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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 proper maintenance of fence boundary wall and surface provided by Railways during the continuance of License hereby granted.

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 theDivision, Western Railway specifying the proposed 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 the Division, Western 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 2 thereof.
 - i) The Licensee/Licensees shall use the said premises solely and only for the purpose as aforesaid for which it is licensed and shall not occupy land beyond what is described above, except with express permission in writing of the Divisional Railway Manager of Division, Western Railway.
 - ii) The Administration shall at all times be at liberty to carry out any changes, repairs, renewals, additions or alternations 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 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 theWestern Railway within the Railway 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 which the Divisional Engineer may consider to be improperly situated or of defective design, construction or


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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/quarterly license fee of Rs..... /-(Rs.only). The Licensee/Licensees shall also duly pay during the continuance of this license 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 any right of 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 annually with 1st installment while the license fee will be payable in quarterly installments every year. The quarterly license fee so worked out will be rounded off to the nearest rupee and will be payable as per following programme/plan:

(i) The licensee(s) will, if so permitted by the administration, pay the license fee recoverable in quarterly installments payable as under:-

1st Installment- by 7 days prior to the commencement of the 1st month

2nd Installment- by 7 days prior to the commencement of the 1st month

3rd Installment- by 7 days prior to the commencement of the 1st month of each quarter during the currency of the contract irrespective of the date of contract

4th Installment- by 7 days prior to the commencement of the 1st month

(ii) Licensee shall make payments of license fee on or before 7th day of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. In case licensee fails to make payment of due license fee (Before commencement of quarter), a penalty @ 18% p.a. of the amount due will be levied for the delayed period.

(iii) In case of failure in payment of license fee by the contractor upto 30 days period after commencement of next quarter, Sr. DCM shall issue 07 days

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show cause notice for termination of contract and if contractor fails to respond within given time, 48 hours final notice for termination of contract and for clearance of premises shall be given to the party by Sr.DCM with prior vetting of associate finance.

(iv) If during the currency of contract period area of the parking plot is increased/decreased, the license fee will also be increased/decreased proportionately .

9 i) The Licensee/Licensees shall produce an Income-Tax Clearance Certificate at the end of each year of the currency of the license.

ii) Validity of License:

Subject to the terms and conditions contained in this Indenture, the License shall be for a period upto three years (3 years) commencing from theand terminating on the

Due to unavoidable & exceptional circumstances for ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor , extension of the existing contract period may be considered for a period of three months at a time(maximum 6 months) with concurrence of associate finance and approval of tender accepting authority.

iii) Cleanliness of premises:

The Licensee/Licensees shall always keep the plot of land in clean and sanitary condition and shall remove all waste or unsaleable properties or whatever other materials or refuse there may be from the said plot of land and vehicles stand and on his/their failing to do so, the Administration may after giving twenty-four hour notice forthwith remove the same at the expense of Licensee/Licensees and disposes of the same in such manner as the Administration, may in their absolute discretion think fit and expenses shall be paid on demand by the Licensee/Licensees to the Administration.

10. Licensee/Licensees shall also deposit with the Divisional Authority of theRailway as a security deposit in the form of Bank Guarantee/FDR/DD or Cash, of a sum equivalent to 10% of the total value of contract of the concerned parking site and other charges such as cess, water charges, Municipal Tax etc. subject to maximum of Rs.for due fulfillment of this agreement and the said deposit or such portion thereof as may be available shall be refunded to the Licensee/Licensees on the termination of this license provided that/at time of refunding such deposit the licensee/licensees shall surrender the original receipt granted by the Administration together with a receipt of the refund duly stamped and signed by him/them and also ensuring that the Railway premises are handed over by the contractor after proper cleaning and removal of debris with all railway assets intact with a certificate by the concerned supervisors and controlling officers. In case the licensee/licensees is/are unable to return the original receipt, he/they shall be required to furnish an Indemnity Bond stamped and executed by him/them. No interest will be paid on the said deposits

i) Forfeiture of Security Deposit:

In case the Licensee/Licensees makes/make any default in the payment of the license fee, rent, tax or any other charges that may be due to the

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Administration, the Administration shall be at liberty to recover such license fee, rent or other dues from the said amount of security deposit, forfeit the balance if any as liquidated damage forthwith determine the Licensee/Licensees and proceed to resume possession in a manner stipulated herein.

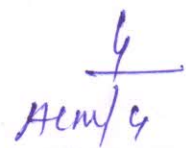
- ii) In case of discontinuation of services by the licenses unilaterally or termination of Contract by the Railways due to default on the part of the licensee in terms of conditions of Agreement, the Administration shall have right to forfeit Security Deposit.
- iii) If the contractor terminates the contract before completion of above stipulated period, or the contract is terminated either for reasons of repeated complaints or violation of any existing contract conditions the EMD/Security deposit shall be forfeited and the contractor will be debarred from participating in any future tender on the Zonal Railway for a period of two years.
- v) In case of repeated occurrences of complaints as defined in para above, a show cause notice for termination of licence may be served to the contractor by Sr. DCM/DCM. In case the contractor fails to respond to this Show cause termination notice in a befitting manner or satisfactorily, the license will be liable to be terminated by forfeiting security deposit and balance license fee with the Railway.

11. Railway's right to enhance license fee and other charges:

The Administration reserves their right to enhance the license fee or the cess, rates and water charges as and when necessary to do so and such enhanced charges shall be applicable and recoverable from the Licensee/Licensees from the date of the notice of enhancement in writing served on the Licensee/Licensees unless the Licensee/Licensees vacate the premises within one month of the said notice.

Fixation of license fee for any additional area, during the currency of contract, if considered necessary, justified and feasible should be based on pro-rata basis of the existing license fee of the parking plot duly concurred by associate finance and approval of DRM. .

- 12. The Licensee/Licensees shall earmark space for parking of ambulances provided either by Railways or by NGOs within the contracted area for easy access of Ambulance service. The facility for parking space for Ambulance(s) in the contracted space should be made available free of charge.
- 13. The Licensee/Licensees shall at his/their own expenses and on his/their sole responsibility obtain all other license of licensee(if any) necessary for carrying on his/their business, for the subject of this license on the said premises.


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- 14.(i) a) The Uniform charges ofRupees per vehicle onhours basis or part thereof (whether vehicle is kept during day or night) and Rs. Per month per vehicle will be recovered from persons offering to keep the vehicles. If there is a need for staff parking at the station, the parking space and modalities of its operation will be decided by the Divisional Authorities demarcating separate areas for the same.
- b) If parking rates are revised during the currency of contract period, the existing license fee will be increased proportionally with the concurrence of associate finance and approval of DRM.
- c) Monthly passes issued should be valid only for the contractual period
- d) To ensure charging prescribed rates for parking vehicles in parking stand, licensee/licenses should give printed coupon for vehicles which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Sr. Number on coupons with counterfoils and amount charged for coupon/monthly pass for vehicles stand, as the case may be, to avoid public complaint for charging more rates.
- e) Computerized coupons should be issued to the customers by the licensee of parking contract at _____ category railway stations which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Sr.Number on coupons with counterfoils and amount charged for coupon/monthly pass at all category of stations, and if it is found that contractor is not issuing computerized coupons, the licensee will be fined on daily basis with an amount equal to the per day licenses fee for the number of days not issuing computerized coupons.
- ii) The Licensee/Licensees shall appoint reliable and honest staff in adequate number and only such as are able to control the traffic and one of good moral character and shall furnish their names to the Administration. The staff of parking contractor shall wear specified uniform at their own cost and also wear on duty ID card issued by Divisional Authority.
- iii) The Licensee/Licensees shall be solely responsible for safe Custody of vehicles parked with him/them and for any loss or damage caused to/of any vehicles in his/their custody and shall indemnify the Administration against all claims/demands/action in respect of any loss or surcharge caused of/to any vehicles in his/their custody.
- iv) The Licensee/Licensees shall at all times maintain good behavior and shall not allow the doing of any such act on the premises as might cause injury or annoyance to others or as might tend to cause a breach of peace.
- v) The Licensee/Licensees shall pay not less than the fair wages to the workers engaged by him/them, the fair wages being the wages paid for a similar works in the neighborhood and shall otherwise comply with the provisions of the payment under "Payment of Wages Act 1936" or any statutory modification or re-enactment thereof or rules framed there under.

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- vi) The Licensee/Licensees shall keep a proper record of such payments etc. and submit a certificate every month to the Administration of his having done so. The records shall be open to inspection by the Railway Administration or any persons authorized by them.
 - vii) "The Licensee/Licensees shall display a board duly painted at conspicuous places at and inside the parking stand, exhibiting the daily and monthly parking charges vehicles as laid down in this agreement.
- 15 (i) The privileges in Clause 1 hereof mentioned are granted on the express understanding that the licensee/licensees shall be at liberty to determine and to put an end to the license, any time after the expiry of the period of 18 months from its coming into force, without being liable for loss or damage which the Railway Administration may suffer by reason of such determination, by giving the Railway Administration three months prior notice in writing of his intension to terminate the agreement and such termination notice will only be acceptable after completion of 15 months contract period.
- (ii) It shall be lawful for the Railway Administration to determine the agreement and to put an end at any time without assigning any reason and without being liable for loss or damage which the licensee/licensees may suffer by reason of such determination by giving the licensee, one month prior notice in writing of its intention to terminate the agreement.
- (iii) Any notice hereunder shall be deemed duly served on the licensee/Licensees, if delivered or sent by Registered Post –Acknowledgement Due to his/their address mentioned below.
- (iv) If the license is determined before the expiry of the license period by the licensee in pursuance of Clause 15 or by the Administration due to default of the licensee in pursuance of Clause 23 or any other clause, the licensee will not be entitled to any refund of license fee for the unexpired period. However, if the license is terminated before the expiry of license period by the Administration without any default on the part of the Licensee, the Administration may at its sole discretion refund such portion of license fee as may be considered reasonable and the decision of the Administration in this regard shall be final and binding on the Licensee.
16. Upon such a notice of termination being given as aforesaid licensee/licensees shall pull down and remove the said land at their own expense on the termination of this license all structures erected as or above and restore to its former condition, the land forming the site thereof and if default shall be made herein, the Administration may after the expiry of the said period carry out so much of such pulling down, removal and restoration as the licensee/licensees may fail to complete and all expenses incurred herein as increased by the usual supervision charges shall be paid by the licensee/licensees to the Administration on demand being made thereof.
17. Nothing herein contained shall be construed to create a tenancy or any claim or any right or interest or easement in favour of licensee/licensees or in or over

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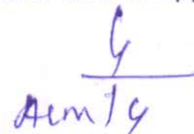
the said premises or to permit the licensee/licensees to transfer or to sub/let the benefit under this license.

- i) In all cases where the said plot of land is adjacent to railway lines or sidings of the Administration over which trains are worked or shunting operations are conducted, the licensee/licensees shall appoint responsible person(s) who shall be rested at all time whenever any labour is engaged on the said plot to take all precautions to prevent accidents to life and property and more especially to see that all children are kept at a safe distance from the Railway lines of the Administration.
 - ii) The Administration shall not be responsible for any loss or damage of any sort which may happen to the property of the licensee/licensees or to which the licensee/licensees may be put from any cause whatsoever.
18. The Licensee/Licensees hereby declare/declares that the name Shri _____ is the name in or under which he/they carry on business by himself/themselves and that it is not the name of any other firm in which he/they carries/carry on business in partnership and that he/they do/does not carry on business in partnership with any other person or persons and that in case it shall at any time hereinafter appear that the said declaration herein contained or any part thereof is not true. In fact, the Administration shall not be bound to recognize any person or persons other than the Licensee/Licensees as being in any way interested or concerned in this license or in any benefit to accrue there under and that the Administration shall in addition be at liberty by a notice in writing under the hand of Divisional Railway Manager, Western Railway addressed to the Licensee/Licensees or to either or any of them or to his/their or either or any of his/their heirs, executors or assignees in insolvency as the case may be immediately to put an end to this license or that the licensees/licensees and any person or persons who may alleged that they have any interest in this license, shall have no claim on the Administration by reason of this license being terminated in pursuance of the provisions contained herein.
19. The Licensee/Licensees jointly and each of them severally shall at all times keep the Administration, their offices and servants harmless indemnified against and shall reimburse to the Administration their officers and servants any of them of all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever including any claims under the Workmen's Compensation Act, 1923 and any amendments thereof which the Administration, their Officers or servants may sustain or incur or become liable to pay by reason or in consequence of any injury or accident to any person or to any property whatsoever, whether owing to the neglect, carelessness or any other conduct whatsoever of the licensee/licensees his/their or either of his/their agents, servants and others in his/their employment during the use by him/them of the license of the said premises or by any part thereof.
20. If the licensee/licensees or either or any of them shall die or be adjudicated an insolvent during the continuance of the license hereby, granted this license

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shall absolutely cease and determine so far as it concerns the estate of the party or parties so dying and the heirs, executors or Administration or other legal personal representatives of the party or parties so dying or assignees in insolvency as the case may be shall have no interest whatsoever under this license. And provided also that nothing therein in this clause contained shall be deemed to prejudice or to affect any claim which the Administration may have against such heirs, executors or Administrators or other legal personal representatives or assignees in insolvency as the case may be for or in respect of any breach of any of the terms and conditions herein contained by the party or parties so dying as aforesaid during his/their life time or lifetimes or any right of indemnity the Administration may have under and by virtue of the provisions of Clause 16 hereof. And provided also that this clause shall not be deemed to prevent a surviving licensee/licensees from enjoying the privileges of the license in the same manner as he/they should have been entitled to do if none of the licensee/licensees had died during the continuance of this license.

21. Following Sub-sections of Section 108 of the Transfer of Property Act, 1882 save in so far as the same may be reproduced by those present shall not apply to the rights and liabilities of the parties hereto respectively under this Agreement namely Sub-sections (a) to (j), (m) to (o), (p) and (q).
22. The Licensee/Licensees shall be liable to pay such penalty as the Railway Administration may inflict for complaints against the Licensee/Licensees Managers etc. which in the opinion of the Railway Administration are bonafide and substantiated. Without prejudice to the other remedial, which may be available under the agreement, the licensee/licensees shall be liable to pay at the sole discretion of the Railway Administration also penalty not exceeding a sum of Rs. _____ for any action in contravention of any of the clauses of this agreement.
 - i) The penalty so levied shall be paid by the Licensee/licensees within a week of the date of demand for payment and failing the same, this agreement may be terminated.
 - ii) On account of substantiated complaint of overcharging, deviation to agreement clauses, poor hygienic standard of parking plot, misbehavior or any other irregularities, Sr. DCM/DCM will be empowered to impose a penalty upto Rs. 10,000/- on each occasion.
23. If the licensee/licensees or either or any of them shall commit any breach of any of the provisions of this license or the event of the failure of the licensee/licensees to pay sum due from them under this license, the Administration shall be entitled to terminate this license at once by the notice in writing under the hand of Division Railway Manager of the Western Railway. Railway addressed to the Licensee/Licensees whereupon this license shall absolutely cease and terminate and the Administration shall thereupon be entitled to pull down and to remove structure or structures which may have been erected by the Licensee/Licensees upon the said land in pursuance of Clause 3 hereof and to seal any materials and things so removed and to apply


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the proceeds of sale in or towards the expenses of restoring the said piece of land or ground upon which they are effected to its former conditions and towards all other expenses incurred by the Administration in this behalf as increased by the usual supervision charges and towards any loss or damages caused to the Administration in consequence of the breach of this license by the Licensee/Licensees and to recover any deficiency from the Licensee/Licensees on demand being made therefor.

24. To prevent encroachment of additional area (over & above the allotted and earmarked parking area) by the contractor(s), railway shall provide a well demarcated, fenced and leveled surface to the contractor for parking purpose. However, pota cabin type uniform and aesthetically designed handling counter should be provided by the contractor.

If the area of parking plot is found to be used in excess of the allotted area, as per report received from the inspecting official, a penalty upto Rs. 10,000/- will be levied by Sr. DCM on first instance of default on the part of the contractor. However, the inspecting official will have to record exact measurements of excess utilization of space and will have to enclose the same with the Inspection report. On second and subsequent defaults, the penalty can be increased suitably by Sr. DCM upto Rs. 50000/-. In case of continuous three such defaults of excess utilization of allotted parking space, contract may be terminated by giving show cause notice. No other amount/charges will be recoverable except the above detailed penalty for excess utilization of parking space.

25. Any money recoverable from the contractor either under this contract or any other contract over the zonal railway can be recovered from any money payable to the contractor under this contract or any other contract
26. Service tax will be paid by the contractor to the Railways at the station in the form of cash/D.D as per the rates prescribed by the Government from time to time
27. The licensee/licensees shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with those present.
28. Any notice to be given to the Licensee/Licensees under the provision of these present shall be addressed to Shri

29. Subject to otherwise provided in this agreement all notices to be given on behalf of the President of the Union of India and all other actions to be taken on his behalf may be given or taken on his behalf by Divisional Railway Manager of _____ Division, Western Railway.

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30. All disputes, questions or differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise here in force specifically provided for) shall be referred to the sole arbitration of any person appointed by the General Manager, Western Railway at the time of such appointment. Such appointment of Sole Arbitrator shall be finalized within 120 days from the date of receipt of request of the contractor for appointment of Arbitrator. There will be no objection to any such appointment that the person appointed is a Government servant, that he has to deal with the matters to which the agreement relates and that in the course of his duties as such Government Servant he had expressed the views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the agreement. It is a term of this Agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such General Manager Western Railway as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with terms of this agreement, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this agreement that no person other than a person appointed by the General Manager Western Railway as aforesaid should act as Arbitrator and if for any reason that it is not possible the matter is not to be referred to arbitration at all. Subject as aforesaid, the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder from time to time shall apply to such arbitration. The Arbitrator may with the consent of the parties extend from time to time, the tenure for making and publishing the award.

As per the Amendments to para 12(5) of Arbitration & Conciliation Act 1996 – Notwithstanding any prior agreement to the contrary , any person whose relationship, with the parties or counsel or the subject matter of the dispute, falls under any of the categories specified in the Seventh Schedule shall be ineligible to be appointed as an arbitrator.

Provided that parties may, subsequent to dispute having arisen between them, waive the applicability of this sub section by an express agreement in writing

31. Jurisdiction of courts
Any litigation out of this contract would be subject to exclusive jurisdiction of Competent court in Only.

Provisions of all policies guidelines in this matter in vogue and issued from time to time shall be applicable.

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32. IN WITNESS WHEREOF, Divisional Railway Manager (C) of the _____
Railway, for an 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

Sr. Divisional Commercial Manager,
_____ Railway.

Sr. Divisional Commercial Manager,
Of the _____ Railway in presence of

For & On behalf of the President
Of the UNION OF INDIA.

Witness : _____

Signed by above named

In the presence of Station Manager of

_____ Railway, _____

Witness:-----

LICENSEE / LICENSEES

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