

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 28.06.2022

The General Managers,
All Zonal Railways.

Sub: 'Special Conditions for Contract' for Commercial Earning awarded through e-Auction.

Ref: FM Circular No. 11 of 2022, issued vide Board's letter no. 2022/TC(FM)/10/04, dated 13.06.2022.

Please refer to Board's letter under reference, wherein 'Policy guidelines' and 'Standard Conditions of Contract' for Commercial Earning and Non Fare Revenue (NFR) Contracts awarded through e-Auction, were issued.

Attention is invited to Board's letter of even no. dated 14.06.2022 wherein guidelines applicable for Commercial Earning contracts (viz. Pay & Use toilet, Cloak Room management, Plastic Bottle Crushing Machine and AC Waiting Hall management), awarded through e-Auction were issued.

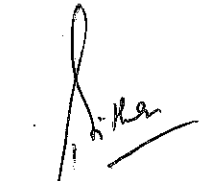
In this regard, the Competent Authority have approved 'Special Conditions for Contract' for Parking contracts. A copy of the same is enclosed herewith. These guidelines shall be applicable only for Parking contracts, awarded through e-Auction.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Zonal Railways must ensure strict compliance of the above mentioned instructions.

Receipt of this letter may please be acknowledged.

DA: As above.



(Pritha Devrani)

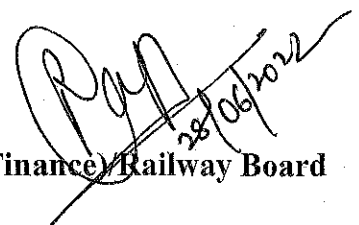
Dy. Director Traffic Comml (G)-I

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 28.06.2022

Copy forwarded to:

1. The Deputy Comptroller & Auditor General of India (Railways) Room No. 224, Rail Bhawan with 36 spares.
2. Principal Financial Advisors, All Indian Railways.



For Member (Finance) Railway Board

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 28.06.2022

Copy forwarded for information and necessary action to:

1. The Principal Chief Operations Managers, All Indian Railways.
2. The Principal Chief Commercial Managers, All Indian Railways.
3. The Chief Passenger Transportation Managers, All Indian Railways.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director, Indian Railways Institute of Transport Management (IRITM), ManakNagar, Lucknow.
6. Director General, National Academy of Indian Railways, Vadodara.
7. Managing Director/ Chief Commercial Manager, Konkan Railway Corporation, Belapur Bhawan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai-400014.
8. Managing Director, Centre for Railway Information System (CRIS), Chanakyapuri, Near National Rail Museum, New Delhi.
9. Managing Director, DFCCIL, Pragati Maidan, New Delhi.


(Pritha Devrani)

Dy. Director Traffic Comml (G)-I

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 28.06.2022

Copy for kind information to:

1. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
2. AM(Traffic), AM(C), Adv (Infra), Adv. (Vig), AM(M&BD), EDFM, EDTC(G)/NFR, EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), ED(BD), DTT(Coord), OSD/Chairman & CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.


(Pritha Devrani)

Dy. Director Traffic Comml (G)-I

PARKING CONTRACTS

1. SCOPE OF WORK:

- a. The Licensee shall operate the parking lot by streamlining the vehicles received for parking and to facilitate the users for safely park their vehicles.
- b. The Licensee/Licensees shall have the use of all that piece of land on the Railway's station as described in sketch/layout given for the exclusive purpose of erecting a temporary two/four wheeler vehicles stand and for no other purpose whatsoever.
- c. The Licensee shall be allowed to collect prescribed parking charges from the users.
- d. The parking lot will be allotted to the licensee on "AS IS WHERE IS" basis. The bidder on his own interest may examine the sketch/layout of location by physically visiting the site and should satisfy himself about the location, site, boundaries, condition of levelling, entry-exit gates etc. before applying for the parking contract. Any dispute on any account will not be entertained after allotment of contract.
- e. It shall be the duty of the Licensee to properly demarcate the boundaries of the area allotted to identify the usable area, which will be verified by SM, SSE (works) and CI/CCI .
- f. Temporary covered shelter of adequate area (need basis only) within the allotted area may be provided by the contractor for shelter from sun/rain for staff working there in a manner such that it does not adversely affect the aesthetics of the station.
- g. In case of allotment on BOT basis, the Licensee shall have to construct multi level parking building structure as per the design and specifications given by Railway Administration, at his own cost. Licensee will be given a period of (time limit as per work involved) for making the site feasible for working. This period may be extended further with the approval of Sr. DCM.

2. GENERAL INSTRUCTIONS:

- a. The bidder must obtain for himself on his own responsibility and his own expenses all the information which may be necessary for the purpose of bidding and acquaint him with all local conditions means of access to the nature of works and all matters pertaining there to.
- b. In the event the bid is submitted by a Company, it should be signed by an authorized signatory and the Bid should be accompanied with a resolution of the Board of Directors authorizing the person to sign the Bid Document.
- c. Conditional bid will be rejected.
- d. The Administration does not bind itself to accept the highest or any other bid and reserves the right to accept or reject any or all the bids either in whole or in part thereof without assigning any reasons for doing so.

3. PERIOD OF CONTRACT:

- a. The period of contract shall be 5 years.
- b. The License fees shall be escalated by 10% in 4th and 5th year over previous year's license fees.

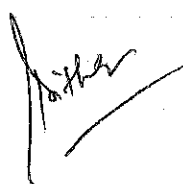


4. LOSS & THEFT OF PROPERTY:

- a. The licensee shall be solely responsible for the upkeep of all the assets under his custody and any loss and damage thereof shall be made good by him immediately at his own cost.
- b. The licensee will be solely responsible for any loss/theft of passenger's property kept in his possession during the currency of contract period and under no circumstances Railway administration will be responsible for loss/damages to the property/assets of passengers which are under the custody of licensee.

5. PARKING CHARGES:

- a. Car Parking is allowed where sufficient place and entry/exit for cars is available.
- b. Parking charges to two wheeler of the Railway staff to the tune of 50% applicable to Monthly Pass holder (MPH) will be levied on showing proof of identity, should be levied. The contractor shall mention this prominently on the board displayed at the parking stand.
- c. Licensee should issue monthly passes to the users for the period of validity of contract only and under no circumstances it will be beyond this. If any such issue of passes is noticed the **Security Deposit** will be forfeited.
- d. If any vehicle is parked beyond 48 hrs (other than M.P.H.) licensee should inform GRP/RPF about such vehicles parked in his parking area
- e. If no one is coming to claim the vehicle by 7 days the vehicle will be handed over to Railway for further disposal through proper procedure of "Auction" as envisaged in commercial manual. If any claim is received afterwards for said vehicle, claim will be settled by Railways on this account up to the amount received in auction deducting due incidental charges thereof and no claim beyond this amount will be entertained by Railways. Above said remarks should be printed in the parking coupons issued thereof to daily users by licensee.
- f. If any revision of rate is effective due to various factors for any new contract at a station where there is a contract is in existence, to avoid differential pricing/parking rates at the station (which may lead to complaints from users) the revised parking rates may be made applicable to old contractor upto the currency of contract in consultation with associate finance concurrence and DRM's approval, with necessary increase in license fee payment obligations from licensee side. If the licensee is not agreeing to the revised proposal of enhanced license fee, the contract can be terminated by following due notice and fresh bids needs to be initiated with revised parking charges.
- g. If the parking fees are revised during the currency of the contract, the license fees will be revised in same proportion w.e.f. Implementation of such revision.
- h. In case of mid-term increase of license fee as stated in above Para and if it has been accepted by the licensee, necessary additional Security Deposit and Goods and service tax liability will be collected from licensee. Without submission of additional Security Deposit and revised license fee due licensee will not be allowed to charge revised rates. The licensee shall at his/their own expenses and on his/their sole responsibility obtain all other necessary licenses (if any) for carrying on for the said business.



i. **Parking Tariff :**

The Licensee will be allowed to charge the vehicles as per rates shown below:

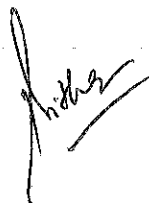
Parking Tariff for _____ Station			
Period	Cycle Rs.	Scooter/Motor cycle Rs.	Car Rs.
For upto 2 Hrs			
For 2 - 6 Hrs			
Beyond 6 Hrs upto Midnight			
Monthly Charges			
Helmet charges Rs. ___/- for 24 Hrs.			

6. AUTOMATION AND COMPUTERIZATION:

- a. Computerized coupons are compulsorily to be issued to the daily customers by the licensee of parking contract at NSG-1 to NSG-3 category railway stations and the coupon should have details of name/ identification of parking lot, date and time of issue of coupons, the name of the contractor, serial number on coupons with counterfoils and amount charged for coupon/ monthly pass. Division shall encourage the issue of computerized parking coupons at other category stations. In rest of the stations parking receipt should be invariably issued .
- b. Similarly separate card based monthly coupons to monthly pass holders should be issued by licensee with details mentioned in above para.
- c. Condition shall be printed on the coupon/card that vehicle unclaimed at the end of currency of contract shall be handed over by the licensee to Railway administration for action. No claim shall be entertained after 48 hrs of taking over of the vehicles by Railways and in those circumstances the vehicle shall be transferred to LPO and shall be dealt as per provision of commercial manual.

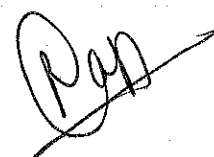
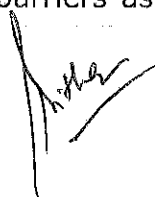
7. TAX LIABILITY:

- a. The licensee shall be responsible for all the taxes (inclusive of GST & TCS) to be paid to the state Govt./Local civic agencies for the services rendered by him. There will be no tax liability upon the Railways whatsoever on any account.
- b. The Licensee shall be liable to pay **GST as per applicable rates & TCS @2%** on license fees. Reserve price is exclusive of GST & TCS. The GST on license fees shall be paid under Reverse Charge Mechanism.
- c. This service tax (GST) liability will be applicable for both contracts operated through quotation and bids. In case of operation by Railway administration in extreme conditions necessary tax liability of such operation should be complied by Railway under the service tax liability allocation.
- d. Any other taxes or charges payable to the local bodies on any account shall be paid by the licensee.




8. OTHER TERMS & CONDITIONS:

- a. The Licensee should earmark at least two parking lots for vehicles used by Disabled persons (Divyangjans) and put proper signage for the same.
- b. Tariff Boards indicating the allotted area and parking tariff rates, name & helpline number of the contractor should be displayed prominently at the entrance of the parking stand. Boards should be put up in elevated position from the ground, Colour scheme should be such that the background is of lighter colouring and the lettering is of a brighter colouring. Letter size should be big enough to be read from a distance of 50 ft. Approval shall be taken from the Railway authority for the display board.
- c. 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 thereto 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 Railway during the continuance of License hereby granted.
- d. The licensee shall ensure that the premises are not used for any purpose other than that for which it is allowed under the Agreement. The premises should not be used for playing games etc.
- e. Licensee at his own discretion may demand sufficient proof of identity of the user to allow the parking space. The probable proof may be State/Central Government ID proof, Voter/Pan Card, Credit-Debit Card with photo identity and journey ticket details.
- f. The Licensee should issue identity cards to the vendors working at the site & advise their details viz. names, address, etc., to the concerned Station Manager. The contractor should update the above information if there are any changes.
- g. The Licensee should submit adequate documentary proof viz. copy of agreement/ copy of electricity bill etc. in case of any change of address.
- h. The Licensee should submit a specimen of parking receipt to be issued to the users, to this office for approval before commencing the contract.
- i. The licensee, if desired for additional electrical connection and supply for parking stands from railway, should apply to the Electrical Department for electrical connection along with an allotment letter issued by the commercial branch by completing all formalities and paying security deposit and electrical bills directly to them separately.
- j. Subletting of contract will not be permitted and on detection of such subletting the contract will be forthwith terminated and Security Deposit and License Fees paid will be forfeited.
- k. While conducting Joint/Surprise inspection, the operator/ representative should call the licensee within one hour. It is the operator's/representative's responsibility to call the contractor within one hour of notice, failure of which inspection will be deemed to be carried out in presence of the licensee or his representative. Any objection of incorrect measurement will not be entertained on any account.
- l. **Premium Parking:** Feasibility of having Premium parking facility may also be explored at NSG-1 to NSG-3 category stations. The agency (contractor) for this service shall provide adequate basic features 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.
- m. **Call Taxi/radio taxi:** Wherever there is a potential for extending parking facility for call taxi/radio taxi etc., an adequate area for parking upto 10 such taxis/vehicles may be earmarked which should be independent of auto/taxi parking. Contract for this facility should be given through a separate auction. 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/ADRM.
- n. **Parking for Passenger-carrying commercial vehicles (PCCVs):** 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 E-auction either independently or as a part of normal Car parking E-auction. 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/ADRM.

9. Cleanliness of premises:

- a. The licensee/licensees shall always keep the plot of land in clean and sanitary condition and shall remove all waste or unsalable 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 impose suitable penalty.
- b. 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 the Licensee shall wear uniform at their own cost and also wear on duty ID card issued by Licensee.
- c. The Licensee/Licensees shall pay not less than the fair wages to the workers engaged by him/them, the fair wages being wages paid for a similar works in the neighborhood and shall otherwise comply with the provisions of the payment under "Minimum wages Act 1936" or any statutory modification or re-enactment thereof or rules framed there under. To ensure compliance of the wages more than prescribed Minimum wages, the licensee shall pay the wages to its employees through electronic mode of payment and not in cash in any case. The Licensee/Licensees shall keep a proper record of such payments etc. and submit a certificate to the Administration of his having done so only upon which Security Deposit may be refunded. The records shall be open to inspection by the Railway Administration or any person authorized by them.
- d. Nothing herein contained shall be constructed to create a tenancy or any claim or any right or interest or easement in favour of licensee/licensees or in or over the said premises or to permit the licensee/licensees to transfer or to sublet the benefit under this license.
- e. 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 on the said plot to take all precautions to prevent accidents to life and property and more especially to see that all persons or vehicles are kept at a safe distance from the lines of the Administration.




- f. 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 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 hereof. And provided also that this clause shall not be deemed to prevent surviving licensee 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 had died during the continuance of this license.
- g. Upon a notice of determination being given, the licensee shall put down and remove the said land at their own expense on the determination 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 may fail to complete and all expenses incurred herein as increased by the usual supervision charges shall be paid by the licensee to the Administration on demand being made thereof.
- h. The Licensee shall at all times maintain good behaviour 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
- i. In the event of death of the Licensee (Individual/Proprietor) during the contract period, the **legal heirs** of the deceased namely wife, son, daughter, widow dependent daughter-in-law may be allowed to continue the unexpired portion of the contract purely at the discretion and permission of the Railway Administration on production of legal heirs certificate subject to fulfilling the terms and conditions stipulated in the agreement.
- j. The agreement shall at all times be open to revision and amendment by the Railway Administration after giving one month notice in writing of such revision or amendment at the end of which any revision or amendment shall take effect, unless the contractor has objected thereto in writing within 15 days after the receipt of the said notice.
- k. Any money recoverable from the contractor either under this contract or any other contract can be recovered from any money refundable to the contractor under this contract or any other contract.
- l. The licensee shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with those present.
- m. Any notice to be given to the licensee/licensees under the provision of these present shall be addressed to Licensee and will be delivered at address mentioned while signing the agreement or at changed address as may be informed by the licensee.
- n. In case the parking area is taken back by Railway administration for necessary redevelopment of the station area, every effort will be made to provide an alternate area to licensees to run this activity. If any area shorter than actually possessed or no alternative arrangement is given to the licensee, it will not be treated as breach of contract from the Railway side and no liability on this score lies with Railway administration.

