

**SOUTHERN RAILWAY  
TENDER NOTICE**

No.U/C300/CSC/Tender/05/2014 dt.15.4.2014.

The Divisional Railway Manager (Commercial), Southern Railway, Madurai-625 016 invites sealed tenders for manning the vehicle parking stands for three years at the Railway stations detailed below:

Sl. No	Nature of stand	Station	Earnest Money Deposit (in Rs.)	Area allotted in Sq.mt. (Approx).	Cost of tender form (in Rs.)
1	Cycle/ Scooter/Car	Rajapalayam	76,000	498	2,290
2	Cycle/ Scooter/Car	Tenkasi	1,22,600	598	3,435
3	Cycle/Scooter /Car	Srivilliputhur	16,500	250	1,145
4	Cycle/Scooter	Kodaikanal Road	27,700	402	2,290
5	Cycle/Scooter	Madurai/East entry	2,21,000	1392	3,435

<b>Availability of tender forms</b>	Tender forms can be purchased at the Office of the Divisional Railway Manager, (Commercial), Madurai Division, Madurai-625 016.
<b>Last date for sale of tender form</b>	Upto 17.00 hrs. on 21.5.2014
<b>Last date for payment of EMD at Sr.Cashier's Office/Pay), Southern Railway, Madurai.</b>	Upto 14.00 hrs. on 22.5.2014
<b>Last date for submission of tender form</b>	Upto 15.00 hrs. on 22.5.2014 (In case the last date happens to be a Government holiday, tenders will be opened on the next working day)
<b>Date &amp; time for opening of tender</b>	At 15.30 hrs. on 22.5.2014
<b>Website address</b>	<a href="http://www.sr.indianrailways.gov.in">http://www.sr.indianrailways.gov.in</a>
<b>Stations where tender notice on display</b>	Madurai, Rajapalayam, Tenkasi, Srivilliputhur, Kodaikanal Road, Dindigul, Sivakasi, Sankarankovil, Sencottai, Virudhunagar.

An additional amount of Rs.500/- towards the postal charges is to be remitted with the cost of tender form by DD drawn in favour of Sr.Divisional Finance Manager, Southern Railway, Madurai in case of tender form is to be obtained by post. The tender form can be obtained either from this office or downloaded from the above website. The detailed terms and conditions are available in the website and in the tender documents. Railway reserves the right to reject any or every tender without assigning any reason.

Divisional Office,  
Commercial Branch,  
Madurai.

Divisional Railway Manager(commercial)  
Southern Railway  
Madurai.

Copy to:SMR/MDU,RJPM,SVPR,TSI,KQN, DG,SCT,SNKL,SVKS,VPT to please exhibit in the station notice board for the information of public and to accept the cost of tender forms and Earnest money deposit as mentioned above and issue necessary cash receipt.

Copy to:Sr.DFM/MDU. He will please nominate one SO on the date of opening of tender – ie- on 22.5.2014 to witness the tender process.

Copy to:Sr.DC(P)/MDU. He will please accept the cost of tender forms and Earnest money deposit as mentioned above and issue necessary cash receipt.

## BID FORM

(TO BE SEALED IN A SEPARATE COVER)

**From**

**TO:**

**The President of India, Acting** through  
Divisional Railway Manager,(Commercial)  
Madurai Division,  
Southern Railway,  
MADURAI - 600 016.

Sir,

**Sub:** Bid for the **CYCLE/TWO WHEELER/CAR** PARKING STAND at  
\_\_\_\_\_ for a period of \_\_\_\_\_ years.

1. I/We \_\_\_\_\_  
have read the general conditions of the bid and the conditions stipulated in the proposed agreement to the bid attached hereto and do hereby agree to abide by the said conditions. I also agree to keep this bid open for acceptance for a period of 120 days from the date fixed for opening the same. I offer to take up the contract for running of the CYCLE/TWO WHEELER/CAR PARKING at the above station and hereby bind my self/ ourselves to perform the contract within 14 days from the date of issue of letter of acceptance of the bid.

2. **I furnish the relevant information to the questionnaire-detailed below::**

- a) Do you have experience and standing in the field of running Cycle/two wheeler/ Car Parking Stand contract:  
Furnish details thereof.  
Details of other parking stand contract held by me in railways and other than Railways.
- b) Whether you will provide shelter at the parking place (at places where no Railway shelter is available)

- c) Educational qualification.  
(Copies to be enclosed)
- d. Financial Background. (Documents to be enclosed).
- e) Earnest Money Deposit  
Receipt No. and date  
(original to be enclosed )
- f) The Licence fee outstanding  
(to be paid to Railways )
- g) If Co-operative society  
Group/Unemployed  
Assn. Enclose the the documents)  
Furnish the names and age  
(between 18 and 30) of the  
each member.
- h) Cost of tender form if  
downloaded, DD No. & Date

I further abide by the following conditions.

3. In the event of my bid being accepted, I promise to pay licence fee and other charges as indicated by the Railway Administration in the letter of acceptance and sign an agreement as per the draft supplied to me along with the bid form and to take up the contract within fourteen days from the date of acceptance of bid. In the event of failure on my part to comply with all or any of these requirements within the time mentioned above the earnest money deposit of Rs. \_\_\_\_\_ shall be forfeited and appropriated by the Railway Administration not as a penalty but as ascertained liquidated damages without prejudice to any right of the Railway Administration to claim damage from me for breach of contract.

4. I agree to keep the validity of the period of Security Deposit to be available with railways for a further period of six months, from the end of the contract period.

5. I further agree to operate the contract within the area allotted to me.

6. Until a formal agreement is prepared and executed, the acceptance of this bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my offer for this contract.

**7. I enclose the following documents:**

- a. Original Money receipts bearing No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_ towards EMD.
- b. Experience certificate/Educational certificate/
- c. Other details
- d. Total enclosures.

**8)** Subject to the conditions given in the General Conditions of this bid clauses in the specimen agreement, I/We do hereby bid to the President, Union of India owning Southern Railway, through the Divisional Railway Manager, Commercial, Madurai herein after called Railway Administration for the licence for operating their cycle/Two wheeler/ car parking stand at the above railway station on payment to the railway administration of the licence fee as specified hereunder:

Amount of licence, which I/We agree to pay to the  
Railway administration for operating cycle/  
Two wheeler /Car parking stands for a  
period of **THREE** Year/years. } Rs.

(Rupees \_\_\_\_\_)

\_\_\_\_\_).

9) I state that I am \_\_\_\_\_ years old (State the age) and I am physically and mentally fit to run the cycle/Two wheeler/ car parking stand at the above station, to the entire satisfaction of the Railway Administration.

10) I/We agree that I/We will not withdraw the offer before the Railway Administration accepts or rejects the same or before 120 days from the date of opening of Bids whichever is earlier and in the event of my/our withdrawing the same, the Earnest Money Deposit will liable to be forfeited by the Railway Administration. I/We agree to take up the contract within fourteen days of the issue of acceptance letter.

11) In the event of failure on my/our part to comply with all or any of these conditions, within the time mentioned the EMD of Rs \_\_\_\_\_ shall be forfeited and appropriated by the Railway Administration not as a penalty but as ascertained liquidated damages without prejudice to any right of the Railway Administration to claim damages from me/us for breach of contract.

12) In the event it is disclosed that my/our account is found to be false and I/We, are minors, I/We agree that my/our bid is liable to be summarily rejected by the administration who shall be the sole judge and whose decision shall be final.

Encl.:

Yours faithfully,

**Signature of the Bidder**

## Southern Railway

### **GENERAL CONDITIONS OF BID**

CONTRACT FOR RUNNING OF CYCLE/TWO WHEELER/CAR PARKING AT \_\_\_\_\_ RAILWAY STATION FOR A PERIOD OF THREE YEARS.

- 1) All bids must be addressed to the Divisional Railway Manager, Commercial Southern Railway, \_\_\_\_\_ and must reach him not later than 15.00hrs on \_\_\_\_\_ in a sealed cover duly superscribed “**Bid for running Cycle/Two wheeler/Car Parking at \_\_\_\_\_ Railway Station**”. Bids received after 15.00 hrs on \_\_\_\_\_ will not be considered. The administration will not be liable for any delay in transmission through post or otherwise. The bids will be opened at 15.30hrs on the same day and the bidders may be present if they so desire.
- 2) Bids shall be submitted either by Registered Post with acknowledgement due or in person. Bids by Telegram/Fax/e-mail will not be accepted.
- 3) Bids shall be submitted in the enclosed Bid Form, failing which they will not be considered.
- 4) Bids by firms shall be in the Firm's name signed on behalf of the firm by the person authorised in this behalf. In case of partnership firm, the names of all the partners with their full postal addresses should be furnished with the bid and if, the firm is registered under the Indian partnership Act of 1931, the registration number of the firm should also be given. The partner who is signing the bid form should hold a power of Attorney in his favour to act for and on behalf of the partnership firm. In case of a joint Hindu family, the bid must be assigned by the Manager expressly as such Manager.
- 5) Bid from any party who is directly or indirectly connected with the Railway Administration will not be considered. But this does not prevent a company from bidding on the ground that one of the shareholders is an employee in the Railway Service or a family from bidding on the ground that one of the members of the family is employed in the Railway Administration.
- 6) The bidder/s is/are required to declare his/their age to the satisfaction of the Railway Administration. No licence will be given to a minor/minors under any circumstances. The applicant(s) should produce confirmatory and documentary evidence viz. Matriculation Certificate, Municipal Birth certificate or School leaving certificate or a Baptismal certificate or some other reliable document to the satisfaction of the Railways when required. Under no circumstances horoscopes will be accepted as valid documents in support of age declared by the applicant. In the event of any failure to produce documentary evidence for the age declared or in the event of the age declared being found to be false and the bidder is found to be a minor on the date of submitting the bid such bid is liable to be rejected.
- 7)
  - i) The amount on the bid form should be legibly written in ink in figures and words. If there is discord between the amount in figures and in words, the amount furnished in words will be taken for the purpose of arriving at the contract value.
  - ii) Bids containing erasures or alterations without proper attestation or omission are liable to be rejected.
- 8) The bidders shall be required to deposit a sum of Rs. \_\_\_\_\_ as **Earnest Money Deposit** to keep the offer open till acceptance/rejection thereof is communicated with the Railway Administration or till 120 days from the date of opening of bids whichever is earlier. It shall be understood that the bid documents have been sold/issued to the bidder and that the bidder is permitted to bid in consideration of the stipulation on his part that after submission of his bid, he will not recede from his offer or modify the terms and conditions thereof in a manner not acceptable to the Railway Administration. Should the bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. **Bids will not be considered unless EMD has been deposited in accordance with the stipulation of this para.**
- 9) The deposits referred to under para 8 may be remitted in any of the following methods.

- i) By cash to be paid to Senior Divisional Cashier/Pay/Southern Railway, MADURAI-1.
- ii) By Demand Draft or Pay orders drawn in favour of Sr.Divisional Finance Manager/Southern Railway/ MADURAI-16.

The EMD in any other form except the above will not be accepted. Bids will not be considered unless Earnest Money Deposit has been deposited in accordance with the stipulation of this para. No interest will be allowed on EMD. Bank Guarantee will not be accepted.

The earnest money deposit of the unsuccessful bidders will be returned/refunded as soon as the bids have been disposed of. The EMD of the successful bidder will be adjusted towards Security Deposit.

**10) SECURITY DEPOSIT:**

The successful bidder shall be required to remit Security deposit in the form of Deposit Receipt/Bank Guarantee equal to twelve months' licence fee with the provision of renewal and the same should be drawn in favour of Sr.Divisional Finance Manager/Southern Railway/ MADURAI-16.

11. Bids submitted without properly and fully complying with the bid requirements will be disqualified and will not be considered.

**11.(a) EACH BID MUST BE ACCOMPANIED BY THE FOLLOWING :**

- 1) Offer letter complete as per prescribed format.
- 2) A cash receipt obtained for the remittance of Earnest Money Deposit(original) or Demand Draft only.
- 3) Attested copy of bidder's credentials as per qualifying criteria in the prescribed form
- 4) Details regarding the technical competence and experience. (Similar works executed and works on hand.)
- 5) Attested copy of certificates of educational qualifications.
- 6) Attested copy of document showing financial resources to run the cycle/Two wheeler/cycle/car parking, pay deposit etc.
- 7) Any other information desired to be submitted by the bidder.
- 8) General conditions and agreement of the bid document duly signed by the bidder in each page.
- 9) DD towards cost of tender form, if downloaded.

12) Bids submitted without properly and fully complying with the bid requirements are liable to be rejected.

13) The successful bidder shall be required to execute an agreement in the prescribed form (as per specimen enclosed) without which he/they will not be permitted to take over the contract.

14) The successful bidder must deposit to the Railway administration in advance at the time of initial award of contract, a sum equivalent to three month licence fee as advance licence fee along with the caution deposit for the electrical deposit within fourteen days from the date of acceptance and communication of the bid and execute an agreement in the prescribed form at the cost of successful bidder. The successful bidder should pay the licence fee in Quarterly periods, each payment being made one month in advance of the period to which it relates. The cess and other charges will be payable annually with 1<sup>st</sup> instalment. **The licence fee will be increased by 10% every year.**

- 15) Should a bidder whose bid has been accepted and communicated decline or fail to remit three month advance licence fee as referred in para-14 and Security Deposit as referred in para 10 and execute an agreement in the prescribed form and take up the contract within 14 days from the date of acceptance of bid, the Earnest Money Deposit will be forfeited by the Railway Administration as ascertained liquidated damages.
- 16) The licensee shall not have any claim for the compensation in case of reduction in the number of users of the stand due to any reason and the railway administration does not guarantee for the adequate No. of vehicles in relation to the licence fee offered by the licensee.
- 17) The fees to be levied and collected in respect of the Cycle/Two wheeler/Car parked at the stand at the station shall be as in the Annexure 'A'.
- 18) Under no circumstances should the licensee demand or collect an extra amount other than those prescribed in the Annexure 'A'.
- 19) The licensee shall hand over printed coupons to persons whose vehicles are left at the stand after the payment of fees and vehicles shall be surrendered and on returning the said coupons by those persons. Computerized coupons should be issued by the licensee at A1 and 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, Serial number on coupons with counterfoils and amount charged for coupon/monthly pass. In the event of loss of the coupon, the responsibility for delivering the Cycle/Two wheeler/Cars to the owner shall entirely rest with the licensee.
- 20) The licensee shall pay penalty for belated payment as referred in Para of Agreement.
- 21) The licensee or his agent must be at the stand daily from 00.00 hrs to 24.00hrs or such period as may be specified from time to time by any authorised official of the Railway Administration.
- 22) The successful bidder shall not assign, sublet or transfer the licence either on whole or in part. If it is found out that the licence has been assigned or sublet either in part or in full the Railway Administration will terminate the contract with notice of one month duly forfeiting the Security as liquidated damage.
- 23) Where Railway shelter is not available the successful bidder shall erect a covered structure and should provide infrastructure within the area allotted to him at his own expense. The material to be used for such purpose should be of non-inflammable material. The design, plan, structure and specification for this should be approved by the respective Divisional Engineering/Commercial Authority. This does not confer any right on the successful bidder for any future renewals or extensions or for any monetary subsidy. The Railway shall not be responsible for the cost of removal, loss or damage etc. and the licensee will remove his shed at the expiry of the contract at his cost without causing any damage to Railway property.
- 24) In the case of Group/Co-operative society, the members of the Group/Co-operative society should do all the work connected with the management of the Cycle/two wheeler/Car parking stand themselves. It shall not sublet or assign any part of the work to any person other than the members of the Group/Co-operative society except in so far as one labourer if absolutely essential to assist in keeping removal and delivery of the Cycles/two wheeler /Cars parked and shall not employ any one for the work. At least one member of the Group/Co-operative society should be available in the stand daily from 00.00 hrs. to 24.00 hrs. or such period as may be prescribed from time to time by any authorised official of the Railway Administration.
- 25) No separate communication relating to the bid must be addressed by the bidder to the Officer or any other person in the Railway Administration but all explanatory or qualifying remarks, which the bidder may desire to make, must be recorded in the bid form in the space provided for the purpose.



26) The Railway Administration reserves to itself the right to reject all or any of the bids without assigning any reasons and it is not bound to accept the highest.

27) Further the Railway Administration reserves to itself the right to accept/negotiate with any one of the bidder needless of the priority of the offer the particular bidder had made.

28) If at a later date, there arises a complaint regarding the fee levied ,i.e. higher amount is collected than levied by the Railway Administration, the contract will be terminated as per the rules duly forfeiting the security deposit as liquidated damages.

29) The Railway Administration reserves the right to effect changes in the area and to conduct fresh census to revise the licence fee.

Divisional Railway Manager (Comml)  
Southern Railway, MADURAI.

## ANNEXURE 'A'

Station/Location	Cycle	Two-Wheeler with or without helmet	Car/Van	Per 6/12/24 hours or part thereof
Cycle/Scooter/ Car stand/ Rajapalayam	Rs.3/-	Rs.5/-	Rs.10/-	12 hrs. or part thereof
Cycle/Scooter/ Car stand/ Tenkasi	Rs.3/-	Rs.6/-	Rs.15/-	12 hrs. or part thereof
Cycle/Scooter/Car stand/Srivilliputhur	Rs.4/-	Rs.10/-	Rs.20/-	24 hrs. or part thereof
Cycle Scooter stand Kodaikanal Road	Rs.3/-	Rs.5/-	Not applicable	12 hrs. or part thereof
Cycle/Scooter stand/Madura/East entry	Rs.3/-	Rs.5/-	Not applicable	12 hrs. or part thereof

**LICENCE TO OCCUPY LAND FOR THE PURPOSE OF CYCLE/ TWO  
WHEELER / CAR PARKING STAND CONTRACT AT \_\_\_\_\_  
RAILWAY STATION**

.....

An agreement made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, **Two thousand and -----** between the President of the Union of India as the Executive Authority of Administration represented by Senior Divisional Commercial Manager of Madurai Division of the Southern Railway (herein after called The Administrator) of the one part and Business at

\_\_\_\_\_ (herein after called Licensee) which expression shall where the context so requires or admits, be deemed to include his heirs, executors and Administrators of other part. WHEREAS THE LAND herein after described forms portion of the Southern Railway and has been for some time past in the occupation of the Administration and whereas the Licensee has applied to the Administration for a License or permission to erect a **Cycle/Two wheeler/Car** stand and for said purpose to have the temporary use and occupation of said land which license or permission the Administration have agreed to grant upon the terms and conditions herein after contained. Now it is hereby agreed between the said parties hereto as follows:-

The Licensee shall have the use of all that place of land on the Railway station for the said purpose bearing Survey No.-----authority within the Registration Sub District of -----station of District----- and measuring about -----in length and ----- in breadth and containing by measurement----- sq. m or thereabout 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/ Two wheeler/ car** stand and for no other purpose whatsoever and subject to the conditions herein after contained. The Railway Administration reserves the right to effect changes in the area allotted for the contract and to conduct fresh census to revise licence fee

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

3. The Licensee may lay, erect and retain upon the said land structures of purely temporary nature only subject to such rules, regulations and by laws as may be from time to time be made by or on behalf of the Administration or by on behalf of any local authority in relating

hereto and subject to the conditions herein after mentioned and shall have to provide at his own expenses all the faculties like stands, shelters, enclosures, fencing and other facilities on the said land and premises and shall keep properly enclosed sheltered and fenced during the continuance of License hereby granted.

4. The Licensee 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 Southern Railway of the Division concerned specifying the purposes and site 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 shall erect such structure/structures on such site in accordance with such plan, elevation and specification thereof as shall be first approved by the Divisional Engineer concerned of the Southern Railway.

5. The said temporary structure or structures shall vest in and become the property or properties of the Administration and shall be under the sole control and the Licensee shall have no right or interest in or claim to the said land or structures (herein after called collectively the said premises) whatsoever subject to the provision of clause (ii) hereof.

i) The Licensee 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 concerned.

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 above purpose it becomes necessary to dismantle either the whole or any part of the temporary structure /structures erected by the Licensee on the said land, the Licensee 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 to the Administration immediately on demand. The licensee 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 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 by the Southern Railway within the Railway Division in which the said premises are situated, free access at all times to the said premises and the licensee 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 material or in want of repairs.

7. The licensee shall have insurance for **cycle/Two wheeler/Cars.**, against loss, theft or damages etc., due to theft, fire and other accidents. Licensee 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 will make good the losses due to theft, fire, damage, etc., to the owners of the vehicle. Licensee will get the insurance policy renewed from time to time during the contracts period.

8. (i) The licensee shall during the continuance of this license pay to the Administration for the use of the said premises under the conditions of this license quarterly license fee of Rs. \_\_\_\_\_ **(Rupees)**

The licensee shall also duly pay during the continuance of this license all cesses, rates, taxes viz. Income Tax etc. and other charges or taxes in respect of the said premises or proportion of all cesses, rates, 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 and any neglect or 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 to the Administration to recover the correct amount of such charges or taxes due from licensee from the date of occupation by him/them of the said premises. The cess and other charges will be payable annually with 1<sup>st</sup> instalment while the licence fee will be payable in quarterly instalments every year. The quarterly licence fee so worked out will be rounded off to the nearest rupee and will be payable as per the following programme/plan:

- 1<sup>st</sup> Installment by the 1<sup>st</sup> (month)----- }
- 2<sup>nd</sup> Installment by the 1<sup>st</sup> (month)----- } of each quarter during the
- 3<sup>rd</sup> Installment by the 1<sup>st</sup> (month)----- } currency of the contract.
- 4<sup>th</sup> Installment by the 1<sup>st</sup> (month)----- }

The Railway Administration reserves the right to effect changes in the area and to conduct fresh census to revise the licence fee.

(ii) The licensee shall make payments of licence fee on or before 10<sup>th</sup> day of the first month of each quarter (-ie- every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this, the contractor shall be liable to make payment of penalty if the due licence fee has not been paid by the 10<sup>th</sup> day of the first month of each quarter. If the licensee/licensees delays the payment of amount shown in Clause 8 above, the Administration after giving a grace period of 7 days will have the liberty to impose penalty @ 2% of the amount due for each delay of payment by 7 days or part thereof.

In case of the failure in payment of two subsequent advance quarterly licence fee, the contract will be terminated at the discretion of the Administration by issuing a show cause notice.

9 (a) (i). The licensee shall produce an income tax clearance certificate at the end of each year during the currency of the license.

(ii) Subject to the terms and conditions contained in this indenture, the licence shall be for a period of **three years from \_\_\_\_\_ to \_\_\_\_\_** renewable there after at the option of the Administration.

(iii) The licensee shall always keep the plot of land in clean and sanitary condition and shall remove all waste or whatever other materials or refuse there may be from the said plot of land and **cycle/Two wheeler /Car** stand and on his failure to do so, the Administration may after giving twenty four hours notice forthwith remove the same at the expense of the licensee and disposes of the same in such manner as the Administration may in their absolute discretion think fit. And such expenses shall be paid on demand by the licensee to the Administration.

10. Licensee shall also deposit with the Senior Divisional Finance Manager of Southern Railway as a security a sum equivalent to 12 months license fee and other charges such as cess, 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 on the termination of this license provided that at the time of refunding such deposit the licensee shall surrender the original cash receipt granted by the Administration together with a receipt of the refund duly stamped and signed by him. In case the licensee is unable to return the original receipt, he shall be required to furnish an Indemnity Bond stamped and executed by him. No interest will be paid on the said deposits.

10.1. In case the licensee makes any default in the payment of the rent, tax or any other charges that may be due to the Administration, the Administration shall be at liberty to recover such rent or other dues from the said amount of security deposit and forfeit the balance if any as liquidated damages forthwith determine the Licensee/Licensees and proceed to resume possession in a manner stipulated herein.

11. The administration reserve their right to enhance the licence fee or the cess, rates as and when necessary to do so and such enhanced charges shall be applicable and recoverable from the licensee from the date of notice of enhancement in writing served on the licensee unless the licensee vacates the premises within one month of the said notice charges

12. The licensee shall at his expenses and on his sole responsibility obtain all others license or licenses (if any) necessary for carrying on his business for the subject of this license on the said premises.

**12.1 The uniform charges of Rs. \_\_\_/-per cycle per day or part thereof (whether vehicle is kept during day or night) and Rs. \_\_\_per month per Cycle, Rs. \_\_\_/- per two wheeler per day or part thereof and Rs. \_\_\_per month per Two wheeler and Rs. \_\_\_/- per car per day or part thereof and Rs. \_\_\_per Car per month should be collected from persons offering to keep their vehicles.**

No such fees will be leviable for parking of cycles/ Two wheelers/Cars belonging to Railway Administration or cycles/ Two wheelers/cars of Railway employees duly authorised by Sr.Divl.Comml.Manager To ensure charging of prescribed rates for parking vehicles in parking stand, the licensee/licensees 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, Serial number on coupons with counterfoils and amount charged for coupon/monthly pass, as the case may be, to avoid public complaint for charging more rates.

**12 (i) (a) Computerized coupons should be issued by the licensee of parking contract at A-1 and A category stations which shall clearly depict the 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 and if found not issuing computerized coupons will be fined on daily basis with an amount of equal to the per day licence fee for the number of days not issuing computerized coupons.**

12 (i) (b). In case of overcharging of the parking charges by the licensee and non-display of tariff, a minimum penalty of Rs.5,000/- (Rupees Five Thousand only) will be imposed for the first occurrence. In case of repeated offences, the contract will be terminated.

12 (ii) The licensee shall appoint reliable and honest staff in adequate numbers and only such as those able to control the traffic and one of the good moral characters 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.**

12 (iii) The Licensee shall be solely responsible for safe custody of **cycles/Two wheelers/cars** parked with **him** and for any loss or damage caused to any **cycle /two wheelers/cars** in **his** custody and shall indemnify the administration against all claims/demands/actions in respect of any loss or damages caused to any cycles/two wheelers/cars in **his** custody.

12 (iv) The licensee shall at all time maintain good behavior and shall not allow the doing of any such act on the premises as might cause injury or annoyance to others as might tend to cause a breach of peace.

12 (v) The Licensee shall pay not less than the fair wages to workers engaged by **him**, the fair wages being the wages paid for a similar work 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 of rules framed thereunder.

12. (vi) The Licensee 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 person authorized by them.

12.(vii) The Licensee shall display two boards of standard size of 2' x 3' in blue colour with tariff painted in white, one board should be provided at the entry point and another at exit point of cycle stand. The board should be painted on G.I. sheets and erected properly into the ground on G.I. poles by the licensee at his own cost.

12.(viii) The Licensee shall maintain a complaint register for the purpose of making complaint by the public and the register should have provisions to make entry of name of the customer, nature of complaint, date, signature of the complainant, address etc. and availability of same should be displayed at conspicuous place.

13.(a) The privileges in clause I herein mentioned are granted on the express understanding that the Licensee shall be at liberty to determine and to put an end to the licence at any time after the expiry of the period of 12 months from its coming into force without being liable for loss or damage which they Railway administration may suffer by reason of such determination, by giving the Railway Administration three months prior notice in writing of his intention to terminate the agreement.

13(b) It shall be lawful for Railway Administration to determine the agreement and to put an end at any time without assigning any reason and without being liable for loss/damage which the licensee may suffer by reason of such determination by giving the licensee three months prior notice in writing of its intention to terminate the agreement.

13 (c) Any notice hereunder shall be deemed duly served on the licensee if delivered or sent by registered post acknowledgement due to his address mentioned below:-

---

---

13 (d) If the licence is determined before the expiry of the licence in the pursuance of clause 13 or by the administration due to default of the licensee in pursuance of clause 20 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 in its sole discretion refund such portion of licence fee as may be considered reasonable and the decision of the administration in this regard shall be final and binding on the licensee.



14. Upon such a notice of determination being given as aforesaid, the licensee shall put down and remove from the said land at his own expense on the determination of this licence all structure erected as above and restore to its former condition and if default shall be made herein the administration may after the expiry of 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 incurred by the unusual supervision charges shall be paid by licensee to the Administration on demand being made thereof.

15. Nothing herein contained shall be construed to create a tendency, any claim or any right or interest or easement in favour of licensee over the said premises or to permit the licensee to transfer or to sub-let the benefit under this licence.

15. (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 shall appoint responsible persons who shall be posted at all times 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 things are kept at a safe distance from the lines of the Administration.

15. (ii). The Administration shall not be responsible for any loss or damage of any sort, which may happen to the property of the licensee or to which the licensee may be put from any cause whatsoever.

16. The licensee hereby declares that the name \_\_\_\_\_, under which he carries on business by himself and that it is not the name of any other firm in which he carries on business in partnership and that he does not carry on business in partnership with any other person and that in case it shall at any time hereafter 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 other than the licensee as being in any way be 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, Southern Railway, Madurai addressed to the licensee or any of his heirs or executors or assignees insolvency as the case may be immediately to put an end to the licence or that the licensee and any person or persons who may allege that they have interest in the licence shall have no claim on the Administration by reasons of this licence being terminated in pursuance of the provisions herein contained.

17. The licensee shall at all times keep the Administration, their office and servants harmless, indemnified against and shall reimburse to the Administration their officers and servants or any of them all claims, demands, suits, losses, damages, costs, charges and expense whatsoever including any claim 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 reasons or in consequence of any injury or accident to any person or to any property whatsoever whether owing to the neglect, carelessness or any conduct whatsoever of the licensee his agents, servants and others in his employ during the use by him of the licence of the said premises or by any part thereof. .

18. If the licensee/licensees or either or any of them shall die or be adjudicated as insolvent during the continuance of the licence hereby granted this licence shall absolutely cease and determine so far as it concerns the estate of the party so dying and the heirs, executors or Administration or other legal personal representatives of the party so dying or assignees insolvency as the case may be, shall have no interest whatsoever under this licence and provided also that nothing therein in the license. And provided also that nothing therein in 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 so dying as aforesaid during his life time or any right of indemnity the Administration may have under and by virtue of the provisions of clause 14 thereof. And provided also that his clause shall not be deemed to prevent a surviving licensee/licensees for enjoying the privileges of the licence 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 licence.

19. Following sub-sections of the section 108 of the Transfer of the property Act 1882 save in so far as the same may be reproduced by these presents 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).

20. The licensee shall be liable to pay such penalty as the Railway Administration may inflict for complaints against the licensee managers etc., which in the opinion of the Railway Administration are bona fide and sustained. With out prejudice to the other remedial, which may be available under the agreement the licensee shall be liable to pay at the sole discretion of the Railway Administration also penalty not exceeding a sum of Rs.20,000/- (Rupees Twenty thousand only) for any action in contravention of any of the clause of this agreement.

20. (i). The penalty so levied shall be paid by the licensee within a week of the date of demand for payment and failing the same this agreement may terminate.

21. If the licensee shall commit any breach of any of the provisions of this licence or in the event of the failure of the licensee to pay sum due from him under this licence, the Administration shall be entitled to determine this licence at once by a notice in writing under the hand of Divisional Railway Manager of the Southern Railway addressed to the licensee where upon this licence shall absolutely cease and determine and the Administration shall there upon be entitled to pull down and remove structure or structures which may have been erected by the licensee upon the said land in pursuance of clause 3 hereof and to seal any materials and this so removed and to apply the proceeds of sale in or towards the expenses of restoring the said piece of land or ground upon which they are affected to its former

conditions and towards all others expenses incurred by the Administration in this behalf as incurred by the usual supervision charges and towards any loss or damages caused to the Administration in consequence of the breach of this licence by the licensee and to recover any deficiency from the licensee on demand being made thereof

22. Any money recoverable from the contractor either under this contract or any other contract can be recovered from any money payable to the contractor under this contract or any other contract.

23. The licensee shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with these presents.

24. Any notice to be given to the licensee under the provisions of these presents shall be addressed to :- **Shri** \_\_\_\_\_,

25. Subject to otherwise provided in this agreement and notice 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 this behalf by the Sr.Divisional Commercial Manager of Southern Railway.

26. All disputes, question or difference arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein force specifically provided for) shall be referred to the sole arbitration of any person appointed by the Chief Commercial Manager, Southern Railway at the time of such appointment. There will be no objection to any such appointment that the person appointed as 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 Chief Commercial Manager, Southern Railway 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 the 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 Chief Commercial Manager, Southern Railway as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. Subject aforesaid the provisions of the Arbitration Act,1940 or any statutory modification or reenactment thereof and the rules made there under 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.

27. In witness whereof Sr.Divisional Commercial Manager of the Southern Railway for and on behalf of President, Union of India and. **Shri**

\_\_\_\_\_,  
Licensee have here into set their respective hands on the day and year above written.

Signed by Sr.Divisional.Comml.Manager  
of the Southern Railway in the presence of  
Senior Divisional  
Commercial Manager,  
Southern Railway for  
and on  
Witness: Behalf of the President  
of the Union of India.

Signed by above named. Licensee.

Witness.



.....  
**(Bank Guarantee should be submitted on a non-judicial stamp paper to the value of Rs.80/- (Rupees Eighty only).**

**GUARANTEE BOND**

1. In consideration of the President of India through the Divisional Railway Manager (Commercial), Madurai Division, Southern Railway, Madurai - 625 016, [hereinafter called "The Railway Administration") having agreed to consider the tender from (Name of the Tenderer with full address) .....(hereinafter called "The said Tenderer") for the licence for collection of licence fee at the Cycles/ Motor Cycles/Scooters Parking stand at .....Railway station for a period of \_\_\_\_\_ years from .....to..... under the terms and conditions of the open tender called by the Divisional Railway Manager (Commercial), Madurai Division, Southern Railway, Madurai – 600 016, for and on behalf of President of India, wherein the Tenderer has promised that should His / their tender be accepted he/they promise to pay an amount equivalent to twelve months licence fees towards Security Deposit.

2. AND WHEREAS, the Tenderer is required to make a Security Deposit equivalent to one year licence fee, we (name of Bank, with full address) .....do hereby undertake to pay the amount due and payable under this Guarantee Agreement viz., a sum of Rs.(in words).....equivalent to the value of One year licence fee quoted by the tenderer for operating the cycle/Scooter/Car stand for a period of **three** years under this Guarantee without any demur, on a demand from the Railway Administration stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Railway Administration by reasons of breach by the said licensee of any of the terms or conditions contained in performing the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We agree to keep this Guarantee open not only for the licence period of **three** years but for a further period of six months beyond the date of expiry of the licence period. However, our liability under this guarantee shall be restricted to an amount not exceeding Rupees (in words and figures).....

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

**Signature of the tenderer**

**Signature and Stamp of Bank  
Official**

4. We.....Bank further agree that the Guarantee herein contained shall remain in force not only during the period of licence but for a further period of six months thereof and it shall continue to be in force till all the dues of the Railway Administration under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Divisional Railway Manager's Office/Department, Ministry of Railways certified that the terms and conditions on the said licensee(s) and accordingly discharges this guarantee. Notwithstanding anything contained herein, the Bank's liability under this Guarantee is made on us in writing on or before the ..... (specify the date, month and year) (SIX MONTHS after the period of contract) we shall be discharged from all liability under this guarantee thereafter.

5. We.....Bank further agree with the Railway Administration that the Railway Administration shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said Licensee(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said licensee(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so receiving us.

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

7. We.....Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Railway Administration in writing.

Dated this day of .....

**Bank Seal**

**Signature and stamp of Bank  
Official.**

(i) NOTE : All pages of the Bank Guarantee have to bear the full signature of the authorised

signatories with Bank Seal

(ii) (Two witness who have witnessed the execution of BG by bank officials have to append

their signatures in the last page duly furnishing their names and addresses.)

Witnesses

1.

2.

Signature of the tenderer

.....

.....