

South Eastern Railway



COMMERCIAL DEPARTMENT KHARAGPUR

COMPREHENSIVE TENDER FORM/SCHEDULE UNDER

Tender Notice No.COM/G-30/2/CAB SERVICE/18, dated-28.09.18.

Name of Work	CONTRACT FOR PARKING SPACE TOWARDS APP BASED CAB SERVICES AT SANTRAGACHI (NORTH) RAILWAY STATION PREMISES FOR A PERIOD OF ONE YEAR.
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Sr.Divisional Commercial Manager.
S.E.Railway, Kharagpur
For and on behalf of the President of India

Signature of Tenderer

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DISCLAIMER

The information contained in this tender document or provided to the tender, whether in documentary form or verbally or by any official of Railway administration, is provided to the tenderer on terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the tenderer with information to assist the formulation of his/her/their proposal/s. This tender document does not purport to contain all the information that each tenderer may require. This tender document shall not be appropriate for all persons and it is not possible for Railway administration to consider the investment objectives, financial situations and particular needs of each tenderer who reads or uses this tender document.

Each tenderer should conduct his/her/their own visit and analysis and should check accuracy, reliability and completeness of the information contained in this tender document and wherever necessary, obtain independent advice from appropriate sources. Railway administration makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to their accuracy, reliability or completeness of the tender document.

Railway administration in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this tender document.

**SOUTH EASTERN RAILWAY
KHARAGPUR DIVISION**

TENDER NOTICE

No. COM/G-30/2/CAB SERVICE/ 18.

Date-28.09.18.

- 1. NAME OF WORK AND ITS LOCATION:** Contract for parking space towards App based Cab Services at Santragachi(North) Railway Stations of South Eastern Railway, Kharagpur Division for a period of 01 (one) year.
The parking spaces are as under:-

Station	Area	Proposed no of Cab
Santragachi(North)	240 sq.mtrs.	07 no at a time

2. RESERVE PRICE, EARNEST MONEY AND COST OF TENDER FORM:

Parking space/ Location	Reserve Price per year (Rs.)	Earnest Money Deposit (Rs.)	Cost of tender Document (Rs.) (non-refundable)
Santragachi (North)	Rs.4,65,696/- (Rupees Four Lakh Sixty Five Thousand Six Hundred and Ninety Six) only	Rs.9,320/- (Rupees Nine Thousand Three Hundred Twenty) only.	Rs.1,000/- (Rupees One Thousand) Only.

Note - GST @ 18 % on cost of tender form/schedule to be deposited by the tenderer(s) directly to the GST department of Govt. of India.

- 4. PERIOD OF WORK (CONTRACT):** 01 (one) year.
- 5. TENDER FORM & DOCUMENTS** can be purchased from the office of Divisional Railway Manager (Commercial), South Eastern Railway, Kharagpur, Paschim Medinipur-721301 on any working day from 01.10.18 to 04.11.18 (11 hrs. to 17hrs.) on submission of original Money Receipt obtainable from Divl.Cashier(cash)/Kharagpur towards cost of tender form/schedule and can be downloaded from the official website www.ser.indianrailways.gov.in
- 6. DATE & TIME FOR SUBMISSION OF TENDER:** From 01.10.18 to 04.11.18 (11hrs. to 17hrs.) & 05.11.2018 up to 13.30 hrs.
- 7. OPENING OF TENDER:** 05.11.2018 at 15:00 hrs.
- 8. COMPLETE DETAILS OF TENDER CAN BE SEEN AT THE WEBSITE** www.ser.indianrailways.gov.in & **NOTICE BOARD** at the office of Divisional Railway Manager (Commercial), South Eastern Railway, Kharagpur At+P.O.- Kharagpur, Dist: Paschim Medinipur, PIN-721301.

Tender Application Form and offer letter

**To,
The president of India,
Acting through Sr.Divisional Commercial Manager,
Kharagpur Division, South Eastern Railway,
Kharagpur- 721301**

Space for affixing
self attested
passport size
Photo

Sub:-Tender application and offer letter for Parking and Operation of Call taxi stand at Santragachi(North) Railway Station for a period of one (01) year.

Personal details- to be filled in Block letters.

01	Full Name of the Tenderer	
02	Name of Father/Husband	
03	Age	
04	Present Address	
05	Permanent Address	
06	Contact no. and e-mail id	Landline no:- Mobile no:- e-mail id:-
07	PAN Number	
08	Bank account no.	
09	Name and address of the Bank, where Bank account is held.	
10	IFSC code of the branch, where account is held	

ELIGIBILITY CRITERIA

The tenderer shall either be:

1. An Individual, who is an Indian citizen and has completed 18 years of age.
OR
2. A firm/partnership registered under the Indian Partnership Act 1932 or the Limited Liability partnership Act 2008,
OR
3. A company registered under the (Indian) Companies Act 1956 / 2013.

SI No.	Eligibility Criteria	Documentary Proof to be submitted by the tenderer
01	Tenderer should be an Indian Citizen and should have completed 18 years of age.	Tenderer should submit at least any of the following document.(Passport, EPIC, Pan card, Aadhar card, Driving license)
02	The Net Worth of the tenderer/Firm/Company should not be less than 1/10 th of 1 year contractual value as per quoted rate.	Proof in any of the following forms to be submitted for net worth:- a) Solvency certificate in favour of Tenderer/Firm/Company issued by a scheduled commercial bank (except Cooperative banks), approved by RBI, on or after the date of notice for inviting tender. And/or b) Copies of the title deed/document pertaining to immovable property, which should be free from any encumbrances, with encumbrances certificate issued on or after the date of notice for inviting tenderers. And/or c) Copies of current FDRs in the name of the tenderer/ Firm/Company, issued by a scheduled commercial bank (except Cooperative banks), approved by RBI Note:- Copies of savings account, Current account, profit and loss account statement will not be accepted as a proof of net worth for the individuals. However a firm/Company can submit profit and loss account statement: Bank Balance sheet along with the certificate issued by registered value or a chartered account as a proof of Net worth.

03	Tenderer should not have been blacklisted by any govt authority and been disqualified from Participating in Govt. Contracts.	An affidavit to the effect that the tenderer/ Firm/Company has not been debarred/ blacklisted by any govt. authority and has not been disqualified from participating in Govt. Contracts.
04	Earlier contract, of similar work, should not have been terminated on account of; i) Failure to comply with the terms and conditions of the contract. ii) Being a defaulter due to nonpayment of dues. iii) Involving or aiding in any illegal activity.	An affidavit to the effect that the previous contract, of similar work, of the tenderer/Firm/Company was not terminated on account of:- i) Failure to comply with the terms and conditions of the contract. ii) Being a defaulter due to non-payment of dues. iii) Involving or aiding in any illegal activity
05	Tenderer should not be a govt. or Railway employee.	An affidavit to the effect that the tenderer not a govt. or a Railway employee.
06	Tenderers must have obtained a license under the West Bengal for running aggregation business for Cabs or should at the least have applied for the same and pending its issue, the tenderer may participate in the tender. It will be the tenderer's responsibility to get the license issued by the appropriate authority for being a cab aggregator in order to operate the license, if and when awarded.	Certified copy of the license issue under the West Bengal for running aggregation business for Cabs or a duly notarized affidavit to the effect that the tenderer has applied for a license under the West Bengal for running aggregation business for Cabs, along with a copy of the acknowledged application.

Note:

- Tenders by firms shall be in the name of the firm, signed by the person authorized to sign on behalf of the firm.
 - In case of a partnership firm, the tender should be signed by a person authorized to sign on behalf of the partnership firm and name of all the partners with their full postal address should be furnished with the tender.
1. I / We state that I am / We are Indian citizen/s and mentally sound person/s and have downloaded this tender document from the Railway portal in response to the tender notice no.COM/G-30/2/CAB SERVICE/ 18. Date- 28.09.18.
 2. I / We having read, understood and unconditionally accepted various terms and conditions in the tender document, hereby accept to enter into the contract for Parking and operation of App based Cab services at Santragachi(North) for a period of one (01) years and agree to ensure complaint free service to the Railway administration and to the passenger/public.

3. I / We sincerely affirm and swear that I / we will take up and perform the contract, if my / our tender is accepted. I /We bind myself / ourselves jointly and severally to all terms and conditions and rules laid down in the tender document.
4. I /We further state that I / we fulfill all the eligibility criteria for participating in the tender and offer to pay Rs. _____(amount in words) _____ only) per year, towards license fee for the contract of parking and Operation of App based Cab services at Santragachi(North), excluding Electrical charges, Water Charges, Caution deposit towards electrical charges, GST and other charges/taxes, as prescribed by the Railway administration.
5. I / We agree that I / We will not withdraw the offer before the Railway administration accepts or rejects the same or before 90 (Ninety) days from the date of opening of tender, whichever is earlier and in the event of my / our withdrawing the same, the amount deposited towards earnest money deposit (EMD) by me / us shall be forfeited by the Railway administration.
6. I / We are enclosing a DD bearing no. _____ dated _____ for Rs. _____ issued from _____ Bank & _____ Branch towards Earnest Money Deposit.
7. I / We have deposited a sum of Rs. _____, towards Cost of tender form, at Divisional Cashier(Cash)/Kharagpur and have obtained Money receipt no. _____ dated _____, same is enclosed herewith in original (or) are enclosing a DD bearing no. _____ dated _____ issued from _____ Bank & _____ Branch for Rs. _____.
8. In the event of my / our tender being accepted, and in the event of failure on my / our part to comply with all or any of the conditions within the stipulated time, the amount deposited towards earnest money deposit (EMD) by me / us shall be forfeited and appropriated by Railway administration.
9. In the event of disclosure that my/our account is found to be false and / or if it is found that I / We are minors, I / We agree that my / our tender is liable to be summarily rejected by the Railway administration, whose decision shall be final and shall be binding on me / us.
10. I / We agree that I / We have noted the demarcated location/area and I / we agree to operate the stand within the area allotted to me / us. I / We also agree that I / We shall not occupy space more than the area allotted to me / us.
11. I / We agree and understand that the Railway administration reserves the right to reject my tender without any reason whatsoever and the decision of the Railway administration shall be final and binding on me / us. I / We also agree and understand that the Railway administration reserves the right to discharge the tender, at any stage without assigning any reasons.

12. I / We agree to pay all cess/assessments/taxes etc. (including GST on license fee) and any other charges whatever payable or hereafter becomes payable to the Railway administration or Government, in respect of the contract and shall abide by the rule/law of the land in force. I / We also agree to pay the GST as and when enforced. I / We agree and understand that payment of all taxes/cess/assessments, including that payable by the Railway administration pertaining to this contract, shall be the liability of the licensee and the same shall be paid immediately as and when any instruction is received from the Railway administration / Government. The payment of GST to the Government agency will be applicable. {Tenderer/Firm/Company should submit an affidavit to the effect that the Tenderer/Firm/Company shall pay GST and other taxes/cess, imposed by the Central/State Government/Local authorities as notified from time to time}.
13. I / We sincerely affirm and swear that I / we have downloaded the tender document from www.ser.indianrailways.gov.in and I / we have not tampered / modified the tender document in any manner. In case, if at any stage if it is found that the tender document submitted by me / us has been tampered / modified, I / We understand that my / our tender will be summarily rejected and all payments made by me / us shall be forfeited and I / We are liable to be banned from doing business with Indian Railways and / or prosecuted. I/We also agree and understand that in case of any difference between the downloaded copy and master copy, the latter shall prevail.
14. I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I / We am/are aware that my tender is liable to be cancelled along with forfeiture of EMD amount.
15. I / We have enclosed the following documents (**Self-attested**):
- i. Copy of valid ID proof, (EPIC/PAN Card/Passport/Driving license/Aadhaar card)
 - ii. Copy of Age proof, (EPIC/PAN Card/Passport/Driving license/Aadhaar card/Matriculation mark sheet)
 - iii. Copy of current address proof. (Gas Connection bill/Electricity bill/Water bill/BSNL landline bill)
 - iv. Copy of PAN card.
 - v. Original Money receipt or Demand draft in favor of FA & CAO, South Eastern Railway, Kolkata, towards cost of Tender document.
 - vi. Original Demand draft in favor of FA & CAO, South Eastern Railway, Kolkata, towards Earnest Money Deposit.
 - vii. Copy of documents in support of net worth.
 - viii. In case of a firm/partnership, the tenderer shall enclose details of partners along with certificate of registration, details of their business and partnership deed.

- ix. In case of registered companies, the tenderer shall enclose a copy of registration certificate.
- x. Certified copy of the license issued under the West Bengal for running aggregation business for Cabs, copy of document for brand name if any and Model wise breakup of the App based Cabs along with their vehicles nos., those are likely to be parked. (for Parking slots inside the cab road)
- xi. Separate or a single affidavit on a stamp paper of appropriate value for
 - i. Not being blacklisted (as detailed above).
 - ii. Not being a defaulter (as detailed above).
 - iii. Contract not being terminated (as detailed above).
 - iv. Not being a Government or Railway employee (as detailed above).
 - v. Payment of GST and other taxes/cess (as detailed above).
 - vi. Having applied for license under the West Bengal for running aggregation business for Cabs.

Place:

Date:

Signature of tenderer

GENERAL CONDITIONS OF CONTRACT

1. Introduction

- a. Tender notice is displayed on the notice board of the office of the Senior Divisional Commercial Manager, Kharagpur Division, South Eastern Railway, Kharagpur, 721301,.
- b. Tender notice and tender document can be downloaded from www.ser.indianrailways.gov.in .in Tenderers should ensure that a clear and legible printout of the tender document is taken on A4 size paper only.
- c. Tenderers are advised to download the tender document well in advance and submit the tender as per instructions.
- d. Tenderers should enclose a demand draft along with the tender document drawn in favor of FA & CAO, South Eastern Railway Kolkata, towards cost of Tender document (if downloaded from website). Tender document without original demand draft will be summarily rejected.
- e. Cost of Tender document is not refundable.

2. Scope of work

- a. The contract is for parking and operation of App based cab services at Santragachi (North) Railway Station as detailed in Tender notice. The successful tenderer shall operate the App based Cab services by discharging all statutory obligations to statutory authorities.
- b. The demarcated area for parking of App based cabs will be given to the successful tenderer / licensee on "as is where is basis" only. The successful tenderer / licensee should ensure that all utility charges are paid on due dates.
- c. Rough sketch of the location demarcated by the Railway administration for parking of App based cabs is enclosed herewith.
- d. In case the Railway administration, due to certain unavoidable circumstances and/or any developmental work, is not in a position to handover the demarcated location, as shown in the rough sketch, Railway administration shall allot/ earmark the alternate location subject to feasibility and consent from the successful tenderer. If the Railway administration is not in a position to provide the demarcated location, shown in the rough sketch, or the alternative location, the successful tenderer shall be at liberty to foreclose the contract. Under such circumstances, Security Deposit and Performance Guarantee shall be refunded as per the conditions of the contract.
- e. The licensee shall be called upon to move to another location either temporarily or permanently, in the station premises, due to certain unavoidable circumstances and / or any developmental work, during the period of the contract. If the licensee is unwilling to accept the change in parking location, Railway administration may terminate the contract by giving 03 (three) months prior notice. Under such circumstances, Security Deposit and Performance Guarantee shall be refunded as per the conditions of the contract.

- f. The licensee shall not occupy any area over and above the area demarcated for parking unless approved by the Railway administration in writing. The licensee shall also not park cabs more than that specified in the tender notice, at any given point of time. In the event of failure, joint assessment will be conducted by Railway administration with the licensee and additional licensee fee will be collected on a pro-rata basis from the date of inspection, without prejudice to any right of the Railway administration to claim damages for breach of contract. In the event of failure to pay additional licensee fee, the contract shall be terminated and Security Deposit and Performance Guarantee shall be forfeited.
- g. Railway administration does not guarantee for the adequate number of pickups/rides/bookings in relation to the license fee offered by the tenderer / licensee. The licensee shall not have claim for any compensation in case of reduction in the number of users of the stand due to any reason.
- h. The successful tenderer will be permitted to erect a Kiosk measuring 4X4 Sq ft in the demarcated area without payment of any additional license fee. The successful tenderer will be permitted to display directional and lollipop signage for the guidance of passengers/customers on payment of charges prescribed by Railway Administration, subject to feasibility, in the ambit of prevalent norms of Comml. Publicity and with the approval of competent authority.
- i. The successful tenderer or person authorized by him, with the approval of Railway administration, should man the kiosk daily for 24 hrs or for such period, as may be prescribed by the Railway administration in writing.
- j. The successful tenderer / licensee shall engage adequate manpower to operate and supervise the taxi stand at his/her/their own cost and take responsibility to ensure efficient working to the satisfaction of Railway administration.
- k. The successful tenderer / licensee shall engage persons, with the prior approval of Railway administration, who are not below the age of 18 years. Successful tenderer / licensee shall supply specified uniform to those persons engaged by him, at his own cost and shall also supply ID card for them. Successful tenderer / licensee shall not engage any person without the prior permission of Railway administration.
- l. Entering into a contract with the successful tenderer shall not create an employer-employee relation between the Railways and the successful tenderer / licensee or persons engaged by them. Neither the licensee nor the persons engaged by the successful tenderer / licensee are treated as employees of Railways and therefore not entitled for the benefits available for Railway employees.
- m. The successful tenderer / licensee shall be responsible for payment of minimum wages as prescribed by the Government to the persons engaged by him.
- n. The successful tenderer / licensee shall be responsible to comply with the law of the land relating to the contract and shall fully indemnify the Railway administration against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of any of the law.

- o. The successful tenderer / licensee shall not plead to implead the Railway administration in any complaint filed under Consumer Protection Act and shall indemnify the Railway administration against any award or order of the Hon'ble forum/commission. Any amount paid by the Railway administration by way of compensation/charges/expenses, in view of any complaint filed under the Consumer Protection Act or other court cases, will be recovered from the licensee by the Railway administration, whose decision shall be final and binding.
- p. The successful tenderer / licensee shall always keep the Parking slot in clean and sanitary condition.
- q. The successful tenderer / licensee shall ensure that the App based cabs are parked in an orderly manner for optimum utilization of space.
- r. The successful tenderer / licensee shall share the data regarding rides or any other information, pertaining to this contract, as sought by the Railway administration.

3. **Period of contract**

- a. The period of contract, unless determined under any provisions of contract, shall be for 01 (one) year from the date of commencement of contract. However, under unavoidable and exceptional circumstances, Railway administration at its sole discretion and subject to satisfactory performance, may extend the contract for three months at a time (maximum 02 extensions only), with 10% hike in licensee fee per extension.
- b. The "Letter of acceptance" will be issued soon after finalization of tender, which will specify the payments (Security Deposit, Performance Guarantee, advance licensee fee for the 1st quarter, GST and other charges) to be made within 15 (fifteen) days from the date of receipt of "Letter of acceptance" .
- c. The "Letter of award" shall be issued after payments are made by the successful tenderer as stipulated in the "Letter of acceptance".
- d. It will be obligatory on the part of the contractor to commence the work within 15 (fifteen) days from the date of receipt of "Letter of award".
- e. The successful tenderer / licensee shall be at the liberty to determine and put an end to the contract, any time after the expiry of 08(Eight) months from the date of commencement of the contract, without being liable for loss or damage which the Railway administration may suffer by reason of such determination, by giving 03 (three) months' notice, in writing, to the tender inviting officer of his intention to terminate the agreement.

- f. SD and PG submitted by the successful tenderer shall be forfeited if the licensee desires to put an end to the contract before the expiry of 08(Eight)months, from the date of commencement of the contract.
- g. 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/s may suffer by reason of such determination by giving the licensee/s, 03 (three) months notice in writing of its intention to terminate the agreement. Under such circumstances, SD and PG shall be refunded as per the conditions of the contract.

4. **Submission of tender**

- a. Tender document is not transferable.
- b. All tenders must be submitted in the prescribed format only. **Tenders not in prescribed format will be summarily rejected.**
- c. Tender document should be duly signed by the tenderer on all pages, for having read, understood and accepted the terms and conditions therein. Unsigned tender document will be summarily rejected.
- d. It is the responsibility of the tenderer to check if any corrigendum has been notified subsequently and same should be taken into account while submitting the tender. Tenderer should sign and attach the corrigendum with the main tender document; tender document not accompanied by notified corrigendum will be summarily rejected.
- e. Tenderers should submit their tender in a single envelop and they should clearly indicate their name and address on the envelope. Tenderers should clearly super-scribe on the envelope as “Tender for parking and operation of App based Cab services at _____(name of location) for a period of one (01) year against tender notice No. _____ dated_____”. Tenderers should ensure that their envelopes are dropped in the tender box kept at the office of the Senior Divisional Commercial Manager, Kharagpur Division, South Eastern Railway, Kharagpur– 721301, on the nominated day and within the prescribed time as notified. All tenders must be dropped in the tender box only. Tenders will not be received after the sealing of the tender box. In case, the date of submission and opening of the tender, happens to be a holiday, tender will be opened on the next working day.
- f. Tenderer must quote their offer towards licensee fee (only) for per location per year only. **Separate tender document must be submitted for each location.**
- g. No post tender correspondence will be permitted. However, clarifications/additional documents, if necessary, can be sought from the tenderer.

- h. **Tenders with erasures or alterations will be summarily rejected.**
- i. Conditional offers will be summarily rejected.
- j. Tenderers should ensure that the offer amount is written legibly both in figures and words and in case of any ambiguity between the amounts written in words and figures, the amount written in words shall be considered. Tenderers with variation in the amounts written in words and figures will be summarily rejected and EMD amount will be forfeited.
- k. Tenderer shall keep the offer open for a minimum period of 90 (Ninety) days from the date of opening of the tender and the tenderer cannot withdraw his offer during this period. Any contravention of this condition will make the tenderer liable for forfeiture of his EMD. However the offer period can be extended, if required, by mutual agreement.
- l. Tenderers should note that just offering highest offer amount would not accrue any right to claim the contract. Railway administration reserves the right to reject any or every tender without assigning reasons and it shall not be binding on Railway administration to accept the highest or any tender. Railway administration reserves the right to cancel / discharge the tender, at any stage without assigning any reasons.
- m. Railway administration reserves to itself the right to accept / negotiate with any of the tenderer needless of the priority of the offer, the particular tenderer has made.
- n. Any notice / communication hereunder shall be deemed to be duly served on the tenderer, if delivered / sent on given e-mail id or sent by Registered Post – Acknowledgment due, to his / her / their address/e-mail id mentioned in the “Tender application form and offer letter”.

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

- a. Tenderers should deposit the requisite Earnest Money Deposit along with their tender document. EMD will be remitted in the form of a separate demand draft drawn in favor of FA & CAO, South Eastern Railway, Kolkata. Tenders without demand draft towards EMD will be summarily rejected.
- b. Tenderer shall not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to the Railway administration, failing which Railway administration shall forfeit the EMD remitted by the tenderer.
- c. If a tenderer, refuses to accept the contract or fails to turn up within the stipulated time granted by Railway administration in the “Letter of acceptance” or is inaccessible, EMD deposited by the tenderer will be forfeited.

- d. EMD of the unsuccessful tenderer/s will be refunded, without any interest, within 30 days from the date of signing of agreement with the successful tenderer.

6. Security deposit (SD) and Performance Guarantee (PG)

- a. Successful tenderer is required to submit a security deposit @ 5% of the total contract value for 01(one) year, within 15 (Fifteen) days from the receipt of "Letter of acceptance". EMD amount remitted by the successful tenderer may be adjusted with the SD/Advance Quarterly license fee.
- b. Successful tenderer is also required to submit a performance guarantee @ 5% of the total contract value for 01 years, within 15 (Fifteen) days from the receipt of "Letter of acceptance".
- c. SD and PG can be deposited either separately or together as / in:
 - i. Fixed deposit receipts, with a validity period covering the currency of contract plus 4 (four) months, drawn in favor of FA & CAO, South Eastern Railway, Kolkata.
 - ii. Irrevocable Bank guarantee, on a non-judicial stamp paper of proper value, issued by a Scheduled Commercial Bank (except Co-operative Banks), approved by RBI, with a validity period covering the currency of contract plus 4 (four) months.
 - iii. Demand draft drawn in favor of FA & CAO, South Eastern Railway, Kolkata. No interest will be paid by the Railway administration while refunding the amount after successful completion of the contract.
 - iv. Cash may be deposited at DC/Cash/Kharagpur and the original Money receipt issued by the DC/Cash/Kharagpur should be submitted. No interest will be paid by the Railway administration while refunding the amount after successful completion of the contract.
- d. SD and PG will be released / refunded only after successful completion of contract and payment of all dues to the Railways. Any outstanding amount shall be adjusted with SD and PG by the Railway administration, whose decision shall be final and binding on the tenderer.

7. License fee

- a. License fee payable hereunder is required to be paid on a quarterly basis.
- b. Successful tenderer is required to remit the licensee fee due for the 1st quarter in advance along with SD, PG and other charges as specified in the "Letter of Acceptance", within 15 (Fifteen) days from date of receipt of "Letter of acceptance", failing which EMD deposited by the tenderer will be forfeited.

- d. Whenever payments are received adjustments will be made towards any amount due i.e., penalty, additional licensee fee etc., before account of license fee.

8. Penalty clauses:-

- a. Persons manning the parking area should mandatorily be in uniform and possess ID card issued by successful tenderer, failing which penalty @ Rs. 1000/- for each case per day, shall be levied, by the Railway administration, whose decision shall be final and binding on the successful tenderer/licensee.
- b. The successful tenderer / licensee shall not sublet and / or transfer, assign the privilege of manning the stand to any other person in any form or shape or for any consideration. Railway administration reserves the right to cancel the license, if it is found to be sublet or transferred to any other person after giving a show-cause notice. Without prejudice to the right to cancel the license the Railway administration will be entitled to levy a penalty at the rate of double the license fee in the event of any violation of this condition, which shall be in addition to the licensee fee payable under the contract. The Railway administration will be entitled to recover such dues by means including recovery from the Security deposit or Performance guarantee or any other amount payable to the contractor.
- c. License fee and other dues for subsequent quarters will have to be paid before commencing work for the subsequent quarter, failing which penalty @ 18%, will be levied for the due amount till payment of dues. If the contract is terminated for non-payment of license fee, SD and PG submitted by the licensee will be forfeited by the Railway administration, whose decision shall be final and binding.
- d. The Licensee/Licensees will be allowed to park the cabs only in the earmarked space. If any vehicle is found parked outside the earmarked space, a penalty will be charged double the prescribed Railway rate for the normal vehicle in the other space of the station.
- e. 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.1000/- (One thousand) for any action in contravention of any of the clauses of this agreement.

9. Termination Clauses:-

- a. Licensee shall make payments of license fee on or before 10th 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. If the Licensee/Licensees

delays the payment of advance quarterly license fee, the Administration after giving a grace period of 7 days will have the liberty to impose penalty @ 18% of the amount due till payment of dues. In case of the failure in payment of two subsequent advance quarterly license fees, Sr. DCM at his discretion may decide to terminate the contract by issuing a show cause notice.

- b. Railway may terminate the contract on repeated breach of any provision contained in the tender document/agreement after issuing a show cause notice.
10. The successful tenderer shall be equipped or should have applied for all necessary permits, license and such other permissions as may be required under the law in force at any time for operationalizing the contract and shall indemnify Railway administration from any or all claims arising out of such circumstances. If for want of any license or permission, the licensee is not able to operationalize the contract, Railway administration will not offer any rebate or waiver in the license fee payable by the licensee.
11. Licensee will have to pay all cess/assessments/taxes etc. and any other charges whatever payable or hereafter becomes payable to the Railway administration or Government, in respect of the contract and shall abide by the rule/law of the land in force. Payment of all taxes/cess/assessments, including that payable by the Railway administration, shall be the liability of the licensee and same shall be paid immediately as and when any instruction is received from the Railway administration / Government. The payment of GST to the Government will be applicable.
12. Railway administration reserves the right to call for any additional detail /information/ document from any of the tenderer/s.
13. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between Railway administration and the successful tenderer / licensee, subject to modifications, as may be mutually agreed and indicated in the "Letter of acceptance/award" for this work.
14. Railway administration shall not be liable to pay any compensation or settle any claim, if the successful tenderer is unable to commence/continue the work in view of change in policy/rules/statutes of Union/State Government or any local or administrative body as may be deemed to have jurisdiction over this contract and/or order/award of any court/judicial/quasi-judicial body. However, the successful tenderer/licensee shall be permitted to use the space demarcated by the Railway administration for parking of App based cabs.

15. Arbitration clause:-

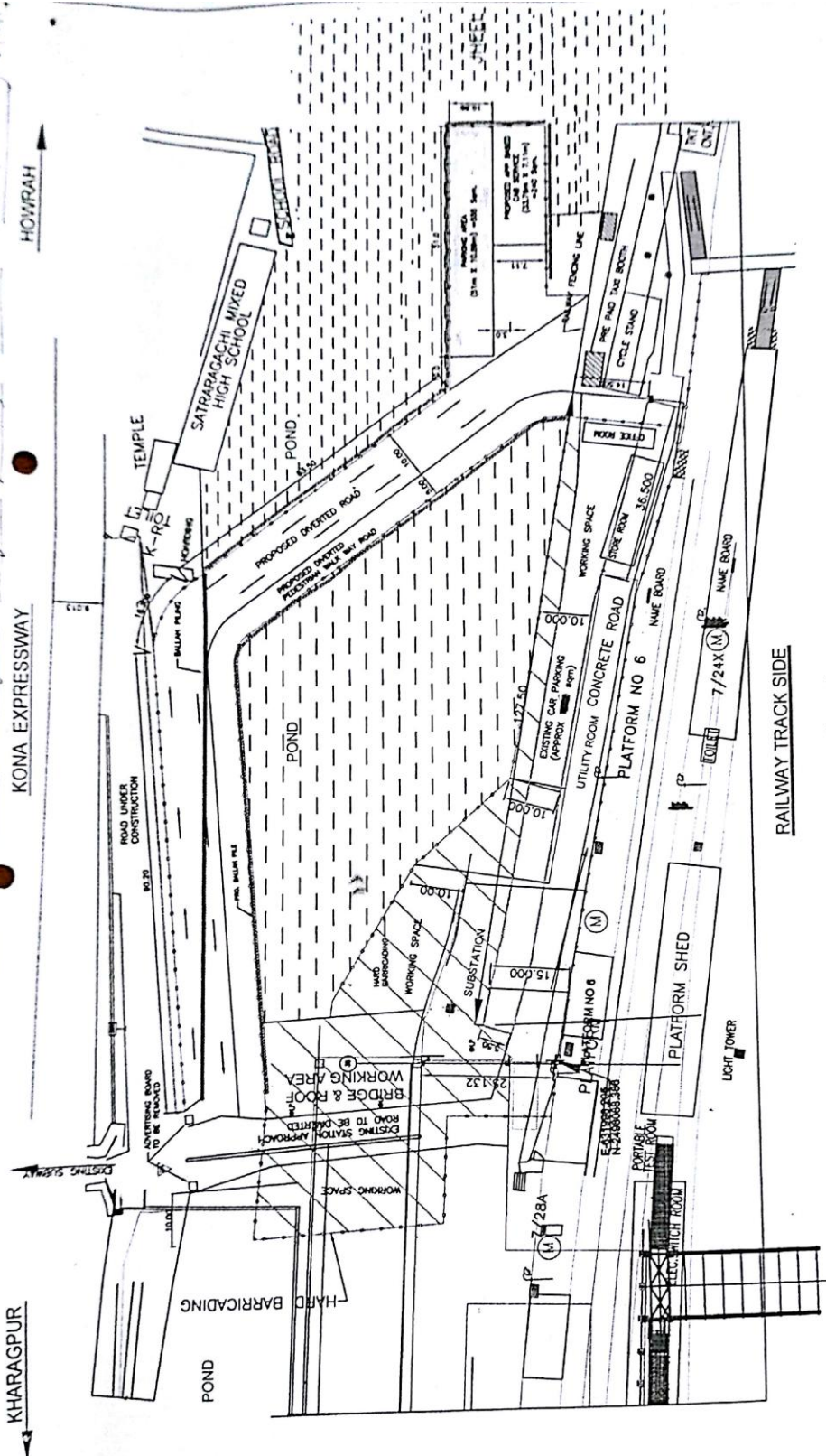
Matters in question/dispute/difference arising out of in connection with this contract shall be referred for decision of the Arbitrator to be nominated by the General Manager of South Eastern Railway. Arbitration Act 1996 as amended thereon and

statutory modifications from time to time will be applicable to the Arbitration proceedings. Subject to the arbitration agreement, Honorable High court at Kolkata will have jurisdiction in relation to any matter arising out of this tender/contract.

16. Special clauses:

- i. The Licensee/Licensees will be allowed to park 07 vehicles at a time at the earmarked space for SRC and 63 vehicles per day at the earmarked space of SHM Station.
- ii. The Licensee/Licensees will be allowed to park the vehicles only in the earmarked space. If any vehicle is found parked outside the earmarked space, a penalty will be charged double the prescribed rate for the normal vehicle.
- iii. Every person in the Cab/vehicle should have the travel authority/Platform ticket for entering into the station. However, one cab driver per vehicle is permitted for free entry in Cab area only.
- iv. If any person is found in cab inside the earmarked area or other ticket checking area without having any travel authority and platform ticket, he will be charged without ticket as per Railways existing rules in this regard. If Cab driver is found inside the platforms and other ticketing area excluding earmarked area of the station, he will also be charged without ticket as per existing norms.
- v. Railway Administration may seek the details of cabs standing in the parking from the staff deputed at Kiosk at any time for inspection. He will have to provide the details immediately either manual or generated through system.
- vi. Railway may ask anytime, the personal details of the staff, Cab drivers deputed by the licensee/licensees in earmarked area of the station as & when required.
- vii. Model wise breakup of the App based Cabs along with their vehicles nos., those are likely to be parked, will be provided by the tenderer. No vehicle other than featuring in the list shall be parked at the Parking slots inside the Cab Road. After getting contract for Parking slots inside the earmarked area of the station, this data must be updated in regular intervals by the licensee.

Subj. Trial Survey for shifting Existing car parking to proposed car parking at 10.



KHARAGPUR

KONA EXPRESSWAY

HOWRAH

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CCI/SRC

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