

SOUTH EASTERN RAILWAY

COMMERCIAL DEPARTMENT

NAME OF CONTRACT OPERATION OF 2nd SCOOTER/MOTOR CYCLE/CYCLE/AUTO/TAXI/CAR PARKING STAND AT MAIN ENTRY OF JHARSUGUDA RAILWAY STATION FOR A PERIOD OF THREE YEARS.

TENDER DOCUMENTS

***Tender Notice No. Comml.75/Parking/JSG/18
Date: 30.11.2018***

**Sr. Divisional Commercial Manager
South Eastern Railway/Chakradharpur**

TENDER NOTICE

South Eastern Railway

OPERATION OF 2ND SCOOTER/MOTOR CYCLE/CYCLE/AUTO/TAXI/CAR PARKING STAND AT MAIN ENTRY OF JHARSUGUDA RAILWAY STATION FOR A PERIOD OF THREE YEARS.

Open Tender Notice Number: Comm1.75/Parking/JSG/18

Date 30.11.2018

For and on behalf of President of India, Senior Divisional Commercial Manager, South Eastern Railway, Chakradharpur invites sealed Open Tenders on "SINGLE PACKET SYSTEM" in prescribed tender forms for the under mentioned contract.

Description of Contract	Reserve Price (in Rs.)	E.M.D. (in Rs.)	Cost of Tender Form (in Rs.)	Last Date and Time of Dropping of Tender	Date and Time of Opening of Tender
Operation of 2 nd Scooter/Motorcycle/ Cycle /Auto/Taxi/Car stand at main entry of Jharsuguda Railway Station for a period of three years	38,69,376/- (Rupees Thirty eight lakh sixty nine thousand three hundred and seventy six only) plus applicable GST	77,390/- (Rupees Seventy seven thousand three hundred ninety only)	3,000/- (Rupees Three thousand only)plus GST	07.01.2019 from 10.00hrs. to 13.00hrs.	07.01.2019 at 15.30 hours.

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

Period of issue of tender form: Up to 16: 00 Hrs of 04.01.2019

Place of issue of tender forms: Sr.DCM's office, Chakradharpur

Place of dropping of tender forms: office of Sr. Divisional Commercial Manager, South Eastern Railway, Chakradharpur and Office of the Station Director/TATA, Station Manager/ROU and Station Manager/JSG

GST as applicable to be paid by the licensee. GST applicable as on date is 18%. The same is to be paid by the licensee along with License Fee.

If the date of opening of tender happens to be holiday then the tender shall be opened on next working day.

Tender Notice & Tender documents may be down loaded from South Eastern Railway's Web Site:

www.ser.indianrailways.gov.in up to 16.00 hrs of 04.01.2019

**Sr. Divisional Commercial Manager
South Eastern Railway/Chakradharpur**

SERVING CUSTOMERS WITH A SMILE

INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender file is to be downloaded from the Internet and print out is to be taken on an A4 size paper and details are to be entered by the Tenderer (s) at the various locations in the document. It is advisable that the downloaded tender document to be printed through high quality printers only.
2. This tender document (in full) downloaded along the various documents required to be submitted as per the tender conditions in a sealed cover duly subscribing with the name of the work, tender notice no. and date, submission of tender downloaded from the internet etc. and the same should be dropped in the tender box kept in the office of Sr. Divisional Commercial Manager, South Eastern Railway, Chakradharpur and Office of the Station Director/TATA, Station Manager/Rourkela and Station Manager/Jharsuguda on the date and time stipulated in the tender document.
3. The cost of tender document as indicated in the tender document will have to be deposited by the tenderer/s in cash in **Allocation Head Z-652(93652000)** or DD drawn in favour of **FA&CAO, South Eastern Railway, Garden Reach, Kolkata** following the instructions laid down in the tender notice and the MR/DD of the tender document towards cost of tender document must be accompanied with the tender document. **The tender document not accompanied with the cost of tender form will be summarily rejected.**
4. The Earnest Money deposit required for this as stipulated in the tender document to be submitted separately by Bank Demand Draft only in favour of FA & CAO, S.E.Rly, Garden Reach, Kolkata-43.
5. Tenderer(s) are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer(s) to check any correction or any modifications published subsequently in web site and the same shall be taken into account while submitting the tender. Tenderer(s) shall download corrigendum (if any), print out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any delay in downloading of tender document from the Internet.
6. The Tenderer(s) may please note that the rate for items should be written in figures and in words by black or blue ballpoint pen only. Each page of tender document should be signed by the tenderer.
7. Tenderer/s are free to download tender document at their own risk and cost for purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of the Senior Divisional Commercial Manager, Chakradharpur. After award, the agreement will be prepared based on the Master Copy of the Tender document available in the above-mentioned office. In case, any discrepancy between the tender document download from the Internet and the Master copy, later shall prevail and will be binding on the Tenderer(s). No Claim on this account will be entertained.
8. In any change/addition/deletion is made by the Tenderer(s) and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated. The Tenderer(s) is also liable to be banned from doing business with Railways and/or prosecuted.
9. If the date of opening of tender happens to be holiday then the tender shall be opened on next working day.

TENDER APPLICATION FORM CUM OFFER LETTER

To,

The President of India acting through
The Divisional Railway Manager (Commercial),
S. E. Railway – Chakradharpur
Dist: West Singhbhum, Jharkhand
Pin- 833102.

Sub: Tender for Operation of 2nd Scooter/Motor Cycle/Cycle/Auto/Taxi/Car parking Stand at main entry of Jharsuguda Railway Station against Tender Notice No. Comml.75/Parking/JSG/18 Date: 30.11.2018

Dear Sir,

1. I/We _____ hereby tender to undertake to enter into a contract for Operation of 2nd Scooter/Motor Cycle/Cycle/Auto/Taxi/Car parking stand at main entry of Jharsuguda Railway Station for three years and agree to ensure complaint free service to the Railways and to the passenger/public and others who deposit their vehicles for temporary storage and safe custody in the allotted Railway Premises for vehicles stand at Jharsuguda Railway Station.
2. I/We have agreed to pay license fee as detailed below:

Description of Work	Reserve price for three Years	Rate of license fee to be quoted by the tenderer % above of Reserve price (in fig & words)
Operation of 2 nd Scooter/Motorcycle/Cycle/Auto/Taxi/Car stand at main entry of Jharsuguda Railway Station for a period of three years	38,69,376/- (Rupees Thirty eight lakh sixty nine thousand three hundred and seventy six only) plus applicable GST	

NOTE:

1. The tenderer can quote the rate above the Reserve Price.
2. The License fee shall be paid quarterly in advance by means of cash/DD based on quoted bid value.
3. The conservancy Cess charges as applicable per month is payable by the licensee during the currency of contract, in addition to the license fee per annum.
4. The contractor has to pay the GST as applicable as per extant rule. As on date GST is 18 % of the accepted value.
5. Duration of the Contract = Three years.
6. The rate tendered is in full satisfaction of all the terms and conditions of the tender, which have been read and understood by me/us carefully. In case I/We am/are awarded with the contract successfully, I/We will abide by the terms and conditions of the contract agreement to be executed at the time of undertaking the contract.
7. I/We agree to provide adequate manpower to operate and supervise the two-three-four wheeler Parking Stand at my/our own cost and take the responsibility to ensure efficient working to the satisfaction of Railway Administration.
8. In the event of acceptance of the tender, I agree to observe and be bound by the terms and conditions enclosed to this tender form which have been duly signed by me, which is subject to such modifications as deemed necessary by the Divisional Railway Manager (Commercial), South Eastern Railway, Chakradharpur for and on behalf of the President of India and agreed by me. I will be prepared to enter into the agreement with the President of India acting through Divisional Railway Manager (Commercial), South Eastern Railway, Chakradharpur within a period of 15 (Fifteen) days of acceptance of tender, if my bid is successful.
9. I/We have read the various terms and conditions to tender attached here to and hereby agree to abide by the said notification and its terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We shall be liable for forfeiture of my/our full earnest money. I/We offer to do the work, which is endorsed in the Tender Form at the rate quoted and hereby bind myself/ourselves to carry out the work in stipulated manner from the date of issue of letter of acceptance of the tender. The earnest money is deposited by me/us for the tender of Operation of 2nd Scooter/Motor Cycle/Cycle/Auto/Taxi/Car parking stand at main entry of Jharsuguda Railway Station as specified in the tender notification under DD No. _____ dt. _____ issuing Bank _____ stipulated amount drawn in favour of FA&CAO/South Eastern Railway/Garden Reach/Kolkata. The Original DD has been enclosed with Tender Document.
10. I/We do also note that the Railway Administration reserves the right to reject my application without assigning any reason whatsoever and that this decision is final and binding upon me/us.
11. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between me/us subject to modification as may be mutually agreed to between me/us and indicate in the letter of acceptance of my/our offer for this work.

Yours faithfully,

Date:

Instructions to Tenderers

1. Tender should be addressed to the President of India through Divisional Railway Manager (Commercial), South Eastern Railway, Chakradharpur, Dist: Singhbhum (West), Jharkhand, PIN-833102 and submitted on the prescribed forms only purchased from the offices as mentioned in the tender notice, or downloaded from internet, duly super scribed as "**Tender application for Operation of 2nd Scooter/Motor Cycle/Cycle/Auto/Taxi/Car parking stand at main entry of Jharsuguda Railway Station for a period of three years,**" and the tender should be dropped in the tender box available in the office of the Sr. Divisional Commercial Manager, S. E. Railway, Chakradharpur, Station Director 's Office, Tatanagar, Station Manager's office, Rourkela and Station Manager's Office/Jharsuguda up to **13.00 hours** of the date mentioned in the tender notice.
2. The tenderers are required to submit their **Bid in single** envelope. The Packet containing documents should be in sealed cover, clearly indicating full name, signature, address of the tenderer and name of license/contract super scribed on the envelope, including tender no. and name of license/ contract and this should be dropped in the Tender Box kept at the office of the Sr.DCM/SERLY/ Chakradharpur, Station Director/TATA, Station Manager/Rourkela and Station Manager/Jharsuguda.
3. The envelope containing Bid will be opened in the office of the Sr. Divisional Commercial Manager/Chakradharpur, Station Director /Tatanagar, Station Manager/Rourkela and Station Manager/Jharsuguda at the due time and date mentioned in the Tender Notice, in presence of the tenderers and their duly authorized representative, who may choose to be present at the time. The contents of the bids will be scrutinized by the nominated Tender Committee.
4. Incomplete tender will be liable for cancellation and rejection without assigning any reason.
5. Tender received after the stipulated date and time will not be considered.
6. The validity of tender offer should be 120 days from the date of opening of tender.
7. Tender containing erasures and alternations of the tender documents are liable to be rejected.
8. The tender must be accompanied by full earnest money deposited in the form of DD failing which the tender will not be considered. The tenderer shall hold the offer open for 120 days from the date of opening of the tender. The validity of the tender can be extended further if required by the Railway Administration. If the tender is accepted, the earnest money will be held as initial security deposit. Security deposit equivalent to 5% of the total value of the contract have to be deposited by the successful tenderer after adjusting the EMD.
9. It shall not be obligatory on the Railway Administration to accept the highest bidder and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender. If the tenderer deliberately gives/tenders wrong information in his/their tender or exercise any influence for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
10. If the tenderer expires after the submission of his tender or after acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender, the Railway shall treat such tender as cancelled unless the firm retain his characters under the provision of Partnership Act.
11. The earnest money deposited by the successful tenderer/tenderers will be retained towards security deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement or start the work within a reasonable time to be determined by the Railway Administration after notification of the acceptance of his/their tender.
12. Non-compliance with any of the condition set forth therein above is liable to result in the tender being rejected.
13. The accepting authority of the tender is not bound to accept the highest or any other tender nor does he undertake to assign reasons to decline to consider any particular tender of tenderer.
14. The successful tenderer shall be required to execute agreement **after receipt of the LOA** with the President of India acting through the Divisional Railway Manager (Commercial), South Eastern Railway/Chakradharpur, for carrying out the work in the prescribed proforma.
15. The tenderer/tenderers shall keep the offer open for a period of 120 days from the date of opening the tender, within which period the tenderer cannot withdraw his offer subject to the period being extended if further required by Railway Administration. Any contravention of the above conditions will make the tenderer liable for forfeiture of his/their earnest money.
16. In the event of any tenderer/tenderers whose tender is accepted, refusing to execute the contract documents as herein before provided, the Railway may determine that such tenderer/tenderers has/have abandoned the contract and thereupon his/their tender and the acceptance thereof shall be treated as cancelled and the Railways shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such defaults and the tenderer will not be permitted to participate in the tender process again.

17. Tenderer/Tenderers must specify the rate % above D. V. in figures as well as in words in the appropriate column in the schedule.
18. The Tenderer's signature must be affixed at the bottom of each page of the tender document. No tender which is unattested and /or contains erasure or alteration of the tender document made by intending tenderer/tenderers will be considered.
19. Before submitting tender, the tenderer/tenderers will be deemed to have satisfied himself/ themselves regarding the nature of work/contract. Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
20. Tender must be submitted in the name of only such persons to whom tender forms are sold in their individual capacity of accredited representative of firm. In case the tender form is downloaded from Internet, the DD/MR of Rs.3,000/- in lieu of cost of tender form shall be made by the Tenderer/Tenderers himself/themselves and payable to FA & CAO, S. E. Railway, Garden Reach, Kolkata.
21. The submission of a tender by Contractor implies that he has read and will abide by the conditions under which work will be entrusted. All the conditions and specifications should carefully be studied by the tenderer/tenderers before submitting his/their tender. He/they should in his/their own interest be well acquainted with the site of work.
22. No tender, which does not satisfy the above conditions and does not comply with the above instructions, will be considered.
23. The Tender Notice and Tender Form shall also be available at the website at the address www.ser.indianrailways.gov.in. The tenderers can also download the tender form from the above website and after filling these forms, can drop in the Tender Box. Those tenderers, who wish to submit internet downloaded forms, shall have to submit/deposit a DD/MR of Rs.3,000/- (non-refundable) in lieu of cost of Tender Form which shall be payable in favour of FA&CAO/South Eastern Railway, Garden Reach, Kolkata. This DD. shall be enclosed in with the tender document.

General Conditions of Contract

1. **Area of parking:** The sketch plan of the parking Stand is enclosed herewith as a part of this document. No other area except as indicated in the Sketch Plan will be utilized by the Contractor for the purpose. The contractor shall at no time occupy or encroach upon space beyond the demarcated area of parking allotted to him, in case it is detected that he has violated the above terms and conditions, his contract may be terminated and security deposit forfeited without prejudice to the right of the Railway Authority.
The licensee/licensees shall have the use of all the piece of land on the railway's station for the said purpose bearing survey of Divl. Engineer, S. E. Railway, Chakradharpur within the registration sub-district of Jharsuguda station of Jharsuguda District as follows:

Area measuring about 1920 Sqm of Scooter/Motor Cycle/Cycle/Auto/Taxi/Car parking area approximately or thereabouts by the same little more or less and bounded as follows that is to say:-

On the North by : Colony Road
On the South by : Open space adjacent to boundary wall.
On the East by : Railway Quarters
On the West by : SI Office, AEN/CON/ office

2. **Eligibility Criteria:**
 - a. The bidder should have completed in the last three financial 2015-16,2016-17,2017-18,2018-19 (i.e. current year and three previous financial years) at least one similar work for a minimum value of 35% of advertisement tender value of work in Railway, Central Government, State Government including Municipalities and PSUs.
Similar nature of work is defined as below:
"Any type of parking contracts executed within Indian Railway/Central Govt/State Govt / Municipality /Public Sector Undertakings. It may also be included of civil engineering contracts and engineering contracts, catering, cleaning and sanitation, conservancy works in Central Govt. or State Govt. or PSU".
 - b. Net worth of the contractor should not be less than 150% of the advertised value of the tender. Certificate issued by CA should be submitted in support of the criteria.
 - c. The contractor should have a valid trade license of similar nature of works/contract issued by the State Govt./Local authority. In case the State Govt. or local Authority is not issuing a license for the subject trade an affidavit to this effect to be produced.
 - d. The contractor shall have a valid PAN CARD in the name of the firm/individual who is applicant of the case.

- e. The contractor should produce a valid trade license either at the time of submission of tender or within 60 days from the date of issue of LOA issued by appropriate authority concerning the area under which the business is to be carried out (here, the designation of the authority issuing the trade license for carrying out the business in the area under consideration) needs to clearly be mentioned.
- f. In the case the concerned state government/local authority is not issuing the license of the subject trade an affidavit to this effect in appropriate judicial stamp paper and duly Notarized, shall be submitted by the contractor at the time of submission of tender.

3. Period of contract:

The period of the contract will be for 03 (Three) years from the date of taking over the physical possession of the said parking stand as shall be intimated by the Railway.

4. Earnest Money:

- a. The earnest money as mentioned above is refundable to the unsuccessful tenderers without interest after finalization of the tender. No interest will be paid for the amount.
- b. The Earnest Money may be retained as security deposit for due performance of the stipulation to keep the offer open for the period specified.
- c. In the event of acceptance of offer by the Railways, such earnest money as mentioned above will constitute a part of security deposit and may be adjusted with the security deposit.

5. Security Deposit:

- a. The successful tenderer must provide security deposit in the form of Bank Guarantee/FDR/DD equivalent to **5%** of the total value after adjusting EMD amount.
- b. **Performance Guarantee :**
In addition successful tenderer must submit Performance Guarantee amounting **5%** of total value in the form of BG for a period of 3½ (Three and Half) years as a guarantee for due performance of the contract including timely payment of advanced quarterly license fees.

Successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and up to the date of submission of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however, not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

If the successful tenderer fails to deposit the amount of security deposit called for or to execute an agreement within 15 days of the intimation of the same, his/their earnest money will be forfeited by the Railway Administration on behalf of the President of India and the acceptance of his/their tender shall be cancelled.

- c. The security deposit for the successful tenderer will be retained till completion of the work and settlement of claims after which it will be returned less if any amount is recoverable under the terms and the conditions of the contract agreement.
- d. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank of lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate inter alia should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

6. Rate of parking charge:

Srl.No.	Type of Vehicle	Parking Charges Public	Monthly rate for Railway Staff
1.	Cycle	Rs.3/- (12 hours or part thereof)	Rs 30/- per month
2.	Scooter/Motor Cycle	Rs.5/- (12 hours or part thereof)	Rs 50/- per month
3.	Auto/Three Wheeler	Rs.8/- (12 hours or part thereof)	

4.	Taxi/Car/Four wheeler	Rs.13/- (12 hours or part thereof)
The above parking charges are exclusive of GST		

NB	1.	No Truck, Four Wheeler/Three Wheelers carrying parcels shall be allowed to enter into the Parking area.
	2.	If the vehicles are parked in the parking area for more than 24 hours, the charge will be doubled of the normal rate.
	3.	Vehicles shall not be allowed to park for more than 72 hours and if any vehicle is found parked for more than 72 hours, the same will be disposed off as per the extant rules.

The contractor will not charge any fee more than that fixed by the Railway. The rates as prescribed above shall be charged for parking of the vehicles. In no circumstances, contractor may charge anything extra than the prescribed rates as mentioned above. In case of any complaint regarding over charging the fines shall be imposed as mentioned below.

7. Payments and Penalty:

a. The licensee shall make payments of license fee on or before 10th day of the first month of each quarter (i.e. every 3 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 license fee has not been paid by the 10th day of the first month of each quarter. If the licensee/licensees delay the payment of amount, the administration after giving a grace period of 7 days will have liberty to impose penalty @ 1 % of the amount due for delay of payment by 7 days or part thereof.

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. Complaints should be dealt as under:-

Instances	Amount of fine
For the 1st instance	Warning issued.
For the 2nd instance	Rs. 5,000/- fine.
For the 3rd instance	Rs. 10,000/- fine.
4 th instance	Termination of contract by forfeiting Security Deposit. Complaint should be substantiated and imposed with fine.

c. In case of termination of contract by Railway Administration due to clauses detailed in 7 (a) and 7(b), the contractor shall be debarred from participating in future tenders of the division.

8. Payment of statutory charges: All the Taxes payable to the local Government/Local Bodies ie. Municipalities, Panchayats as levied by them has to be paid by the licensee

9. Payment of GST (Goods & Service Tax) w.e.f 01/07/2017:

- a. The Agreement/Contract needs to be made GST Compliance.
- b. Renting of space for parking operated by licensee shall be treated as "renting of immovable property" so applicable GST rate is 18%.
- c. The registration of contractor to be done as pre-requisite for GST. The place of supply will be the place where space is located and place of supplier (Railways) will also be the same as Railways intend to register in every state of GST. In this case CGST+ SGST will be applicable.
- d. The Money Receipt (MR) to be issued as Tax Invoice will have to be generated manually accordingly and charge applicable GST.
- e. The details of the Money Receipt to be fed in to CRIS system for filing GST return

10. Maintenance of Records and Registers:

- a. The Licensee shall maintain records to facilitate inspection by Railway authorities and correct account of No. of vehicle (Type wise) dealt with and show records on demand..
- b. Licensee should keep the photocopy of agreement readily available and show it to the Inspection officials on demand.

11. Trade License

The contractor should produce a valid trade license within 60 days from the date of issue of LOA issued by appropriate authority concerning the area under which the business is to be carried out (here, the designation of the authority issuing the trade license for carrying out the business in the area under consideration) needs to clearly be mentioned

12. Guard against malpractices:

- a. The Contractor should not exceed the area allotted to him and restrict the parking activities within it.
- b. The licensee should issue machine numbered receipt for each vehicle with mention of date. He must produce the return receipts for verification by inspecting authorities on demand.
- c. The staff of the licensee should submit police verification certificate in prescribed format.
- d. The staff of the licensee should wear uniform with identity card so as to be identified easily.

13. **Transfer of license** Under no circumstances licensee can transfer the license. The contractor will not sell or sublet the right granted by this contract to any other person or persons and any violation of these terms & conditions will render the contract liable to be terminated without giving any notice in addition to the liability forfeiting the security deposit.
14. **Determination of contract:**
- The privileges in Clause I hereof mentioned are granted on the express understanding that the Licensee/Licensees shall be at liberty to determine and to put an end to the license, any time after the expiry of the period of 12 months from its coming into force, without being liable for loss or damage which the Railway Administration may suffer by reason of such determination, by giving the Railway Administration three months prior notice in writing of intention to terminate the agreement.
 - It shall be lawful for the Railway Administration to determine the agreement and to put an end at any time without assigning any reason of such determination by giving the licensee, three months prior notice in writing of its intention to terminate the agreement.
 - Any notice hereunder shall be deemed duly served on the Licensee/Licensees, if delivered or sent by Registered Post-Acknowledgement Due to his /their address mentioned below.
 - If the license is determined before the expiry of the license period by the licensee in pursuance of Clause 7a or by the Administration due to default of the licensee in pursuance of Clause 7b or any other clause, the licensee will not be entitled to any refund of license fee for the unexpired period. However, if the license is terminated before the expiry of license period by the Administration without any default on the part of the Licensee, the Administration may at its sole discretion refund such portion of license fee as may be considered reasonable and the decision of the Administration in this regard shall be final and binding on the Licensee.
15. **Extension of contract:**
- Normally extension of existing contract period should be avoided by proper advance planning. For ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor, extension to the existing contract can be resorted to for a period of three months at a time (maximum 6 months) with provision of 10% hike in license fee inter-alia in the following cases:
 - An open tender floated or opened before expiry of the current contract has failed, Quotation/tender also has not elicited adequate response and there is no scope of operating the parking through departmental means.
16. **Employment/Partnership Etc. Of Retired Railway Employees:**
- Restrictions on the Employment of Retired Engineers/Officers of Railway Services within two years of their retirement.
 - The Contractor shall not, if he is a retired Government Officer/Engineer of Gazetted rank, himself engage in or associate a retired Government Officer/Engineer of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his Security Deposit.
 - Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in the Engineer or any other department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 62 of Standard General Conditions of Contract.
17. **Provision Of Payment Of Wages Act:** The Contractor shall comply with the provisions of the payment of Wages Act 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractor or sub-Contractor in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Railway administration whether in connection with the works to be executed hereunder or otherwise for the purpose of the Railway administration, such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any money which may be ordered to be paid by the Railway administration shall be deemed to be moneys payable by the Railway administration on behalf of the Contractor. Railway administration may on failure of the Contractor to repay such money to the Railways, deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Railway

administration upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

18. PROVISION OF CONTRACT LABOUR (REGULATION AND ABOLITION) Act, 1970:

- a. The Contractor shall comply with the Provision of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Acts and the Rules.
- b. The Contractor shall obtain valid license under the aforesaid Act as modified from time to time wherever applicable before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.
- c. The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall not withstanding the provisions of the contract to the contrary, cause to be paid the wages to Labour indirectly engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if the Labour had been immediately employed by him.
- d. In respect of all Labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e. In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub- Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid act or the Rules and Railway will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under Section 20 Sub-section (2) and Section 2, Sub-section (4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the Contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub section (1) of Section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

19. Provision Of Employees Provident Fund And Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

20. Provision Of Workmen Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-Contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part there-of by deducting it from the security deposit or from any sum due by Railway to the Contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim

21. Wages To Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages act, 1948 (hereinafter referred to as the "said act") and the Rules made there under in respect of any employee directly or through petty Contractors or sub Contractors employed by him. If in compliance with the terms of the contract, the Contractor supplied any Labour to be used wholly or partly under the direct orders or control of the Railway whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such Labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor. If any money shall as a result of any claim or application made under the said act but directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor

and on failure by the Contractor to repay the Railway any money paid by it as aforesaid within seven days after the same shall have been demanded. The Railway shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Railway

22. Other conditions of contract:

- a. The accepted contractor shall be held responsible for the safe custody and correct return of the vehicles to the rightful owners and Railway will not accept any liability in any manner whatsoever, in this respect. During the currency of contractual period, if any litigation arises for theft, lost or mis-delivery of any vehicle, the Railway Administration shall not be impleaded as a party to the said litigation before any Court of Law.
- b. In the event of any vehicle being lost or delivered to person other than the owner or any damage caused to any vehicle while in the custody of the contractor or his agent, the Contractor shall be required to settle the dispute by payment of compensation, if necessary. If the Railway is also made party to the claim and if the Railway is required to pay any compensation as per court's order, the Railway shall have the right to recover the amount from the contractor including legal expenses for the defense of the case, from his security deposit, if necessary.
- c. The accepted contractor should work under the order of the Sr. Divisional Commercial Manager/ Divisional Commercial Manager/ Assistant Commercial Manager or any other officers or subordinates authorized by him/them.
- d. There shall be surprise checks on the service being provided by the licensee. The licensee shall be liable to pay such penalty as administration may decide as per the agreement for complaints against the licensee for overcharging etc. without prejudice to the other remedial measures which may be available under the agreement. The licensee shall be liable to pay at the sole discretion of the administration, a penalty for any action in the contravention of the clause of the agreement of such amount as may be imposed by the administration.
- e. The Tenderer should confine his work within the allotted space and any deviation or complaint of deviation will be treated as "breach of contract". He should avoid public complaint on any account and will be responsible to produce himself or his staff whenever necessary for enquiries.
- f. Contractor has to install automatic boom barriers at entry and exit gates and the parking charges are to be collected at the exit gate at the time of departure.
- g. Computerized coupons should be issued by the licensee of parking contract through hand held terminals which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Serial Number of coupons with counterfoils and amount charged for coupon/monthly pass. The cost of all equipments required for issuing computer/machine generated parking slip to be borne by the parking contractors
- h. The contract would be monitored by Sr. Divisional Commercial Manager, Divisional Commercial Manager, Assistant Commercial Manager, South Eastern Railway, Chakradharpur on behalf of the President of India.
- i. If the work is cancelled before the commencement or terminated during the execution in accordance with the prescribed conditions, the Divisional Railway Manager (Commercial), South Eastern Railway, Chakradharpur reserves the right to cancel the tender/contract and invite fresh tenders for the works.
- j. If the contractor becomes insolvent during the tenure of the contract, the contract may be terminated by the Railway Administration & the tenderer may be blacklisted.
- k. The authorized licensee may erect temporary structure of 6' X 6' area on the demarcated Railway premises at his own cost and on immediate expiry of the license, the contractor shall immediately leave the said premises and vacate and handover the stand to the Railway in the same state and conditions as it was at the time of taking over from the Railway within 48 hours at his own cost. If the licensee fails to vacate the same, within stipulated period, Railway will take vacation of the land and the cost of which will be deducted from the security deposit.
- l. The authorized licensee shall have to pay water charges and electricity charges as applicable and as billed on the actual usage, within the next month of those becoming due.
- m. The contractor shall ensure cleaning of the Parking stand area allotted to him twice daily and on regular basis.

23. Force Majeure:

- a. In the event that any of the Parties hereto finds unable, by reason of a case of "Force Majeure" to carry out its obligations hereunder in whole or in part, the obligation of such Party to the extent that they are affected by such "Force Majeure" shall be suspended as long as impossibility so caused shall last but not thereafter. The adverse situation created by such "Force Majeure" shall be remedied as far as possible, with reasonable dispatch.

- b. The term "Force Majeure" as used herein shall mean any Act of God and any event, whether accidental or not, beyond the will and control of the Party affected by such event (but not necessarily unpredictable) such as war, whether declared or not, riot, insurrection, civil commotion, sabotage, strikes, lock out, or other disturbance, accident, fire, earthquake, flood explosion, damage to plant or installations, epidemic, quarantine restrictions, absence of the usual means of transport and embargoes, the occurrence of which event could not have reasonably been foreseen or provided for by a man of common prudence exercising due diligence together with the steps taken by it to avoid or minimize the adverse effect of such Force Majeure event, as also the cessation of such event.
- c. The party affected by "Force Majeure" shall have notice thereof to the other party setting forth all necessary particulars concerning the giving of the said notice, obligations of the Party giving such notice shall be suspended as said above and the Parties shall consult together with the view to determining mutually acceptable measure to overcome the difficulties arising there from.

24. Arbitration Clause:

If any disputes, difference or questions shall arise between the Railway Administration and the contractor to the respective rights duties and obligations of the parties hereto or as to the constructions or interpretation of any terms and conditions of this agreement or as to its application (except in matters the decision thereof is herein expressly provided for and also excepting the matters regarding which the contractor has submitted no claim certificate), then the same shall be referred to the sole arbitration of the General Manger of the South Eastern Railway or if he is unable or unwilling to act then to the sole arbitration of any person appointed by him on his behalf and the decision of General Manager or of the person so appointed shall be final and binding on the parties hereto under the provision of Arbitration and Reconciliation Act, 1996.

**Divisional Railway Manager (Commercial)
South Eastern Railway-Chakradharpur**

The above conditions and particulars are understood by me and I agree to accept and abide by them. My credentials and details are enclosed along with Tender Document.

Date:

Place:

Signature of the Tenderer

MANDATE FORM

By
Vendor/Contractor/Employee for
EFT / ECS /RTGS/ NEFT PAYMENT

1. NAME OF THE FIRM/PERSON/PARTY:.....
2. ADDRESS:.....
.....
TELEPHONE NO. & FAX.....
CELL PHONE:.....
E-MAIL.....
3. P. A. N. NO.
4. PARTICULARS OF BANK ACCOUNT;.....
5. (I) BANK NAME:.....

6. (II) BRANCH NAME & ADDRESS:
.....
(III) BANK BRANCH TELEPHONE NO.....
(iv) ACCOUNT TYPE (WHETHER SB OR CURRENT)
(v) ACCOUNT NO.
(vi) BANKS' MICR CODE:
(vii) BANKER'S IFS CODE:

5. DECLARATION OF THE PARTY

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete and incorrect information, the User Institution, i.e. S. E. Railway will not be responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the Scheme.

Date:

Signature of the Supplier/Party/Employee

N.B. One cancelled Cheque/Photocopy of the cheque is to be enclosed (Where the cheque does not carry IFS Code, an attestation from Bank attesting the IFS Cods should be given).

SIGNATURE OF BANK OFFICIAL
(Where required)

MODEL FORM OF BANK GUARANTEE BOND

Name of the Bank with full Address:-

To.

The FA & CAO, S.E.Railway, Garden Reach, Kolkata

Bank Guarantee No:- Date of Issue:- B.G.Amount:-

Valid Upto:-(more than six months of contract period)

Claim Expiry Date:-

1. In consideration of the president of India acting through Financial Advisor & Chief Accounts Officer, S.E. Railway/GRC (hereinafter called the Government) having agreed to exempt _____ (hereinafter called the said contractor (s) from the demand under the terms and conditions of letter of acceptance No.- _____ dt. _____ made between _____ S.E. Railway/GRC and M/s _____ for execution of _____ (hereinafter called "the said agreement ") of Performance Guarantee for the due fulfillment by the said contractor of the terms & conditions contained in the said Agreement on production of an irrevocable bank Guarantee for Rs _____/- (Rupees _____ only) we _____ Bank (hereinafter referred to as "the Bank") at the request of M/s _____ do hereby undertake to pay to the government an amount not exceeding Rs _____/- against any loss or damage caused to or suffered or would be caused to or suffered by the govt. by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement with regard to performance.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without and demur, merely on a demand from the Govt . stating that the amount claimed is due by way of loss or damage caused to or would be caused to suffered by the Govt. by reason of any breach by the said contractor of any of the terms and conditions contained in the said Agreement or by reasons of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/-.

3. We _____ Bank _____ undertake to pay the government any money so demanded not withstanding any dispute or disputes raised by the contractor in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal . The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and contractor shall have to claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till _____ (Office /department) Ministry of _____ certifies that the terms and conditions of the said Agreement have fully and properly carried out by the said contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (date), we shall be discharged from all liabilities under this guarantee thereafter.

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

6. This guarantee will not be discharged due to the charge in the constitution of the bank of the contractor (s)/supplier (s).

7. We _____ lastly undertakes not to revoke the guarantee during its currency except with the previous consent of the government in writing.

Date

Place:.....

For _____

(indicate the name of the bank)

