



South Eastern Railway

**Office of the
Pr.Chief Commercial Manager**
14th, Strand Road
Kolkata-700001

No.G.26/785/AM/IV/Pt

Date: 16.09.2020

To
Sr. Divisional Commercial Manager,
South Eastern Railway,
Adra, CKP, KGP & RNC.

Sub : Implementation of upgradation of cloak rooms facilities and waiting rooms on Renovate, operate, Maintain & Transfer (ROMT) model of Public Private Partnership (PPP) mode.

Ref: Railway Board's letter No.2019/Infra/12/21 dated 28.08.2020.

Railway Board vide their letter under reference have forwarded the bid documents and instructions of "Pilot Projects" (copy enclosed) on upgradation and operation of cloak rooms facilities and waiting rooms on Renovate, operate, Maintain & Transfer (ROMT) model of Public Private Partnership (PPP) mode which were followed as well as implemented by Delhi division. It is also informed by Board that the said pilot projects have been successfully implemented in Delhi Division and resulted in accrual of huge earnings. Now Railway Board have decided to implement the above mentioned model to other zonal railways initially for upper class waiting rooms and cloak rooms on stations of NSG-1, 2 & 3 categories.

In view of the above, you are requested to comply the Board's above instruction and implement the above mentioned models in your division for upper class waiting rooms and cloak rooms on stations of NSG-2 & 3 categories.

A line of action and progress in this regard may be intimated to this office.

Encl: As above.

17/9/2020

(Madan Ram Deora)
Chief Commercial Manager (PS & Catg.)

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

No.2019/Infra/12/21

New Delhi, Dt.28.08.2020

**The all General Managers,
Indian Railways**

Sub:- Implementation of upgradation of cloak rooms facilities and waiting rooms on Renovate, Operate, Maintain & Transfer (ROMT) model of Public Private Partnership (PPP) mode.

Upgradation and operation of Cloak Room facilities and waiting room facilities at stations on "Renovate, Operate, Maintain and Transfer (ROMT)" model of Public Private Partnership (PPP) mode, was implemented over Delhi Division/Northern Railway as a "Pilot Project" with the approval of Railway Board. The assessment report and feedback received from DRM/Delhi in this regard reveals that both these pilot projects have been highly successful and resulted in accrual of huge earnings to Railway besides major savings on account of cost of departmental staff manning them earlier. Accordingly, it has been decided by Railway Board (CRB, MT, FC) to implement the same model on major stations of all Zonal Railways.

2. Initially, above models may be implemented for upper class waiting rooms and cloak rooms on stations of NSG-1, 2 & 3 categories. Bid documents and instructions followed by Delhi Division for the implementation of above projects, are attached herewith for your guidance, which can be suitably modified/customised by DRMs in terms of the Board's letter No.2018/Infra/12/40 dated 10.12.2018. In case of waiting rooms outsourcing, the food stall is permitted inside the waiting room only. The reserve price may be fixed as per Board's policy No.2018/Transf.Cell/Traffic/Policy dt.07.06.2018.

Enc: As above.

Sajeesh
28/8/2020

(Sajeesh Kumar N.)
Director/Infra/1, Railway Board
New Delhi

GOVERNMENT OF INDIA
NORTHERN RAILWAY



Divisional Office, Commercial Branch, Delhi Division

Tender Notice No: CIID/Parcel/Cloakroom Tender/T.Document/2018, Dt. 20/06/2018

Tender Document for the
work of

“Management and Operation of Cloakroom at Railway Station
on ROMT (Renovate, Operate, Maintain and Transfer) Basis”

(Separate Bids to be submitted for each station)

Tender form sold to: Sri/Smt. _____

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NORTHERN RAILWAY

DELHI DIVISION

Tender Notice No. CIID/Parcel/Cloakroom Tender/T.Document/2018

दिनांक/Date: 20/06/2018.

For and on behalf of The President of India, Sr. Divisional Commercial Manager/Freight, Divisional Railway Manager's Office, Northern Railway, New Delhi invites sealed tenders in Two Packets (Technical and Financial) from Firms/ Companies and other entities, for the work of Management and Operation of Cloakroom on ROMT (Renovate, Operate, Maintain and Transfer) basis at various Railway Stations namely- (1) New Delhi (Platform no. 01 & 16), (2) Hazrat Nizamuddin (Platform no. 01) and (3) Delhi Jn. (main Platform near TTE Lobby at 1st Entry side i.e. Chandni Chowk side), for a period of five (05) years (extendable by further five years subject to fulfilment of stipulated conditions). The terms & conditions, eligibility criteria and tender schedule are available at the Railway website i.e. www.nr.indianrailways.gov.in.

The details of Reserve Price, EMD and Cost of Tender form are furnished here under:

S. NO	Name of the Railway station and Location/ covered area	Reserve Price/Minimum License fee for first year (In Rs.) (GST will be charged additionally)	EMD amount	Cost of Tender form+ GST @18% (Non refundable)
1	New Delhi (PF no. 1 & 16) PF no.01- 179.39sqmand PF no.16- 128.53sqm Total Area- 307.92sqm	Rs.76,00,958	Rs.3,68,600	Rs.11,800
2.	Hazrat Nizamuddin (PF no. 1) Total Area- 71.79sqm	Rs.51,98,402-	Rs.2,99,500	Rs.11,800
3.	Delhi Jn. (Main Platform near TTE Lobby, 1 st Entry/Chandni Chowk) Total Area- 144.76sqm	Rs.34,95,197	Rs.2,50,500	Rs.11,800

Earnest Money Deposit (EMD): EMD as specified above should be submitted along with the tender form through **Banker's Cheque or Bank Draft** issued by any Nationalized/Scheduled Bank drawn in favour of "Sr. Divisional Finance Manager, Northern Railway, New Delhi". Without enclosure of EMD along with the tender documents, the tenders will be treated as invalid and rejected summarily.

Tender Form: The tender form can be downloaded from web-site i.e. www.nr.indianrailways.gov.in , upto _____ hrs. of (as per NIT), one day prior to opening of the Tender date, wherein an amount of tender fee should be paid in the form of **Banker's Cheque or Bank Draft** issued by any Nationalized/Scheduled Bank drawn in favour of "Sr. Divisional Finance Manager, Northern Railway, New Delhi", for the downloaded form along with the submission of tender form otherwise tenders will not be considered and treated as invalid.

Submission of Tender Form: The Tender box will be sealed at 15:00hrs. on (as per NIT) and no tenders will be accepted after sealing of the tender box. The Tender should be sealed & super-scribed as "Tender for Management and Operation of Cloak Room at _____ Station (on ROMT Basis)".

Sealed tenders will be opened in the presence of tenderers or their authorized representatives at 15:30 hrs. of _____. In case the tender opening day happens to be a Government Holiday, tenders will be opened on the next working day.

Signature of Bidder

IMPORTANT DATES:

Last date for downloading the tender form from website	upto ____ hrs. of _____
Last date for issuing the tender forms from office	upto ____ hrs. of _____
Last date of submission of the tender form	At 15:00 hrs. of _____
Time and date of closing of Tender box	At 15.00 hrs of _____
Time and date of opening of tenders.	15.30 hrs of _____
Placement of tender box for dropping Sealed tender forms.	Senior Divisional Commercial Manager's office, DRM's Office, New Delhi.

For further details, please contact the office of the undersigned on any working day between 15:00hrs. to 17:00hrs.

The prospective tenderers are advised to visit website www.nr.indianrailways.gov.in for other details of work, Terms & conditions.

The Tender documents can also be downloaded from website, and can be submitted along with separate *Banker's Cheque or Bank Draft* issued by any Nationalized/Scheduled Bank drawn in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi, towards the cost of the Tender form. Submission of downloaded Tenders without Tender cost in form of *Banker's Cheque or Bank Draft* will summarily be rejected.

Separate Bids to be submitted for each station. In case a prospective bidder is willing to bid for cloakroom/cloakrooms of more than one Station, tenderer will have to submit separate bid along with separate EMD + Tender Cost and other required documents for the cloak room at each station being a separate product.

Railway reserves the right to accept the work in full or in part or reject the tender in full or part without assigning any reason.

Sr. Divisional Commercial Manager/Freight
Northern Railway
Delhi Division
New Delhi

DISCLAIMER

- a. Northern Railway, Delhi Division (herein after mentioned as "Railway") does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Tender Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by Railway or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Railway shall not be liable in any manner.
- b. Railway will have no liability to any Bidder or any other person under the Law of Contract, Tort, The principles of restitution or Unjust Enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the License, the information and any other information supplied by or on behalf of Railway or otherwise arising in any way from the selection process of the License.
- c. The issue of this Document does not imply that Railway is bound to select the Bidder or to appoint the Selected Bidder. Railway reserves the right to reject any or all of the Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. Railway also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- d. Railway reserves the right to change/ modify/amend any or all of the provisions of this Tender Document at any stage. Such changes shall be notified to all bidders who have bought the tender document.

LETTER TO TENDERER
Northern Railway, Delhi Division,
DRM Office, New Delhi

To,

M/s. _____

Subject- Two Packet Tender (Technical Bid +Financial Bid) for Management and operation of Cloak Room at _____ Station (on Renovate, Operate, Maintain and Transfer Basis)" at (List as per NIT) Railway station for a period of five (05) years.

Dear Madam/Sir,

1. Bid forms with conditions and Draft Agreement for the above noted contract are enclosed.
2. Bid are in two packet system on the basis of Renovate, Operate, Maintain and Transfer (ROMT basis).
 - a. Packet "A" will contain technical details, earnest money deposit, Bid cost and other mandatory documents. All these will be kept in a sealed cover and marked "Packet-A containing Technical Details for Tender for Management and Operation of Cloak Room at _____ Station (on ROMT Basis) (as per NIT) for a period of five (05) years." The packet "A" cover should also have the name of tenderer.
 - b. Packet "B" will contain financial offer of tenderer. This will be kept in a separate sealed envelope and marked "Packet-B containing Financial Offer for Tender for Management and Operation of Cloak Room at _____ Station (on ROMT Basis) at Railway Station for a period of five (05) years." The Packet "B" cover should also have the name of tenderer.
 - c. Both the envelopes will again be put in a big sealed envelope and will be marked "Tender for Management, Maintenance and operation of Cloak Room at _____ Station (on ROMT Basis)"(as per NIT) for a period of five (05) years." This packet should also have the name of tenderer.
3. Bid should be addressed to Sr. Divisional Commercial Manager/ Freight, (Sr. DCM/Fr.) Northern Railway, DRM Office, State Entry Road, New Delhi and submitted in a sealed cover as indicated in Para 2 above.
4. Any envelope received in unsealed or open condition shall be summarily rejected. Any envelope containing both the Technical and Financial Bids in violation of clauses given above shall also be summarily rejected.
5. Bids will be received in a sealed tender box kept in Tender room/ Commercial Branch(Freight) in Sr. DCM/ Freight's office up to 15.00 Hrs. on (as per NIT). Tender box will be sealed at 15.00 Hrs. on (as per NIT). Sealed tender box will be opened by nominated officers at 15.30 Hrs on (as per NIT). Names of all tenderers will be announced soon thereafter, in the tender room/ commercial branch of DRM's office. Tenderers are advised that if they so desire, they can send their authorized representatives to witness the opening of Bid. Bid received after closing time of tender box will not be considered.
6. After opening of all Bids, all the packets marked Packet-"B", without opening, will again be put in another big envelope and will be sealed by the Tender Opening Committee.

7. No Bid will be considered if not accompanied by requisite earnest money deposit and tender document cost in case of downloaded tenders in Packet "A"
8. The Railway Administration reserves the right to reject any or all the Bids without assigning any reason whatsoever or to accept any Bid with a higher offer.
9. This Bid form is non-transferable.
10. Bid forms with conditions and Draft Agreement for the above noted contract are enclosed.
11. The period of contract shall be for 05 Calendar years from the date of commencement of the contract.
12. Tender is invited in Two packet system.
13. Bid should be addressed to Sr. Divisional Commercial Manager/ Freight, (Sr. DCM/Fr.) Northern Railway, DRM Office, State Entry Road, New Delhi and submitted in a sealed cover super-scribed, "Tender for Management and operation of Cloak Room at _____ Station (on ROMT basis) for a period of five years from the date of award".
14. ~~The tenders can also be sent through registered post, which should be received in the office of Sr. Divisional Commercial Manager/Freight upto 13.00 Hrs of the tender opening date. If any Tender form is sent by Regd. Post, Additional Postal Expenses @Rs.500/- per tender form must be paid in addition to the Tender document cost. The tenders received through post after 13.00 Hrs of the tender opening date shall be out- rightly rejected.~~
15. In addition to Earnest Money and Tender cost for the Tender document, bidders should submit other mandatory documents as per the eligibility criteria and Technical Bid in packet A.
16. The Railway Administration reserves the right to reject any or all the Bids without assigning any reason whatsoever or to accept any Bid.
17. This Bid form is non-transferable.

Sr. Divisional Commercial Manager/ Freight,
Delhi Division

1.0 Instruction to Bidders

1.1	<p>Cost of tender document: The bidder shall pay to Railway administration a non-refundable amount of Rs. _____/-towards the cost of this document. In case the tender document has been downloaded from the website, the bidder shall submit a separate demand Banker's Cheque or Bank Draft drawn in favour of Sr. Divisional Finance Manager, NR, New Delhi towards the cost of the bid document at the time of bidding in the envelope of Technical bid as the cost of the bid document failing which the offer will be summarily rejected.</p>
1.2	<p>Earnest money: The tender must be accompanied by earnest money as per NIT, in the form of Banker's Cheque or Bank Draft issued by any Nationalized/Scheduled Bank drawn in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi, EMD draft must be in the envelope of the Technical bid.</p>
1.3	<p>Validity Period: The validity period of the Banker's Cheque or Bank Draft, shall not be less than 120 days from the bid due date, and may be extended as mutually agreed between the Railway and the bidder from time to time. The bid shall be summarily rejected if it is not accompanied by the earnest money.</p>
1.4	<p>The Bidders are requested to get in touch with the website www.nr.indianrailways.gov.in regularly for all updates on the Tender document such as corrigendum, postponement of Bid schedule, etc. No claim or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.</p>
1.5	<p>Refund of EMD: The Earnest Money Deposit (EMD) of unsuccessful bidders shall be returned without any interest, as promptly as possible on acceptance of the bid of the successful bidder or when the selection process is cancelled. After issuance of the final allotment letter, the EMD of the successful licensee will be released. However, earnest money of the successful bidder would be converted into 'Security Deposit', if the bidder so requests.</p> <ol style="list-style-type: none"> i. Railway reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any or all bid(s), without assigning any reasons. ii. Railway reserves the right to forfeit the earnest money/Security deposit if: <ol style="list-style-type: none"> a. At any time, a materially false representation is made by the bidder or b. The bidder does not provide, within the time specified by the Railway, the supplemental information sought by the Railway for processing the tender documents or c. Any ambiguity, non-clarity and/or apparent mistake of the bidder, as determined by the Railway or d. Such misrepresentation/improper response shall lead to the disqualification of the bidder. If such disqualification/rejection occurs after the bids have been opened then it will be retendered. iii. No interest shall be payable by the Railway administration on the earnest money deposit (EMD) or security deposit (SD) or any other sum pending payment with the Railways. iv. The bidders shall be responsible for all the cost associated with the preparation of their bids and their participation in their bidding process. Railway will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
1.6	<p>Bidding Criteria:</p> <ol style="list-style-type: none"> i. The eligible bidder quoting highest bid toward license fee in the financial bid

	<p>shall be treated as the highest bidder subject to qualification in technical bid.</p> <p>ii. The rates quoted in financial bid should not be less than the reserve price.</p> <p>iii. Tenders containing erasures or alterations without proper attestations or with an omission of such attestation are liable to be rejected.</p>
1.7	Railway reserves the right to accept or reject any bid, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the bidding process and reject all the bids, at any time during the bidding process, without there by incurring any liability to the affected bidder(s), or any obligation to inform the affected bidders (s), of the grounds for Railways action.
1.8	Bids submitted by the fax, telex, email shall not be entertained and shall be rejected.
1.9	Site visit and verification of information: Bidders are advised to submit their respective bids after visiting respective stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utility, access to station/site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
1.10	This Tender application form does not purport to contain all the information that each applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the accuracy, reliability and completeness of the information in this tender application form before participating in the tender process. Railway Administration makes no representation or warrant and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. Information provided hereunder is only to the best of the knowledge of Railway administration. Applicants are required to read carefully the contents of this document and to provide the required information.
1.11	Bid Validity: The bid including the earnest money shall remain valid for acceptance by Railway for a period of 120 days from the last date of the submission of bids. In case of any need, Railway may request the bidders to extend the period of validity of their bids with the same terms and conditions.

1.12 Eligibility Criteria

SN	Eligibility Criteria	Documentary proof to be submitted by the tenderer:-
a)	Annual turnover of the bidder for all types of works shall not be less than Rs.2 Crore during each of the last three consecutive financial years i.e. 2015-16, 2016-17 & 2017-18	Financial Statements (enclose certified audited Balance Sheets and Profit & Loss Accounts for the last three consecutive financial years from Chartered Accountant)(Enclose certificate from Chartered Accountant). In case the annual return for 2017-18 have not been filed, the provisional documents (as above)duly certified by CA will considered . Alternatively, the documents of 2014-15 will also be taken into consideration.
b)	The bidder should have positive Net worth of minimum Rs.50 Lakh during each of the last three consecutive financial years.	Certificate from Chartered Accountant.
c)	Tenderer should have previous experience in similar nature of work during last five years (reckoning from date of tender opening) such as running cloak room at different public utility places or safe keeping the luggage/goods at Airports/ Hotels/ Bus Stands/ Warehouse/ Railway/ Cold Storage, etc. or operating of Parking Contracts or Housekeeping contracts or warehousing or logistics services, Parcel handling/ Cargo movers, etc. Similar work may also include Security Work or any other work which include Safety/security/caretaking of valuables of persons/company/firm/govt. Sector.	Self attested copies of the Work orders issued/ certificate of completion of work(s) should be submitted
d)	Bidder should submit certificate of satisfactory performance of at least one similar work.	Certificate of satisfactory performance of at least one similar work (duly signed by a Gazetted officer in case of Govt. department and by a Manager/ Executive in case of PSUs, where Bidder has served the contract.
e)	Affidavit confirming the bidder has not been blacklisted or debarred by the government or the other agencies for which it has worked	Affidavit to be attested by Notary Public.

Note

1	Please read Bid document carefully before participating in the Bid. Offer not fulfilling the eligibility criteria shall be treated as ineligible and shall be summarily rejected.
2	All conditional offers shall be summarily rejected.
3	All bids shall be screened for the eligibility norms as detailed below. Bids received from the bidders not meeting with these norms shall be summarily rejected.
4	<u>Legal Status of the Bidder:</u> The bidder should be either an individual/Sole proprietor or a company incorporated under the Companies Act, 1956 or 2013 or a Partnership firm registered under the Partnership Act, 1932, LLP (Limited Liability Partnership).
5	<u>Other mandatory requirements for eligibility:</u> i. Banker's Cheque/Banker's Draft for the remittance of earnest money deposit

	issued by any Nationalized/Scheduled Bank drawn in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi. Banker's Cheque/Banker's Draft drawn in favour of Sr. Divisional Finance Manager, NR, New Delhi for the cost of the Tender form downloaded from the Internet (if necessary).
ii.	As per the legal status of the bidder other than being an individual, in case of a partnership firm/Company, the copy of the partnership deed/Memorandum, along with the copy of the certificate of registration issued by the competent authority.
iii.	The copy of the power of attorney of the managing partner to sign the tender document to be enclosed with the tender.
iv.	<i>Audited balance sheet and P & L accounts and IT returns for the Last three years certified (as mentioned above) by CA is to be submitted.</i>
v.	<i>Additional documents as per the eligibility criteria and Technical bid.</i>
vi.	<i>Copy of GSTIN no., PAN no.</i>
vii.	The bidder is bound to sign in all the pages of the tender document without fail before submitting the same.

Note : Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders of any value.
3. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
4. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railway and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the concern of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraws from the firm after opening of the tender and before the award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 62 of General Condition of Contract.
6. A partner of the firm shall not be permitted to participate either in individual capacity or as partner of any other firm in the same tender.

7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of partnership firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other persons(s) shall be designated as the authorized persons(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle relinquish and claims(s) preferred by the firm, sign "No Claim Certificate" refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract Such "Power of Attorney" should be notarized/registered and submitted along with tender.
9. A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender. On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. The entire guarantee like performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no spitting of guarantees among the partnership shall be acceptable.
10. On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
11. In case, the contract is awarded to a partnership firm, the following undertaking shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement:
 - a) Joint and several Liabilities The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages, caused to the Railway during the course of execution of the contract or due to non execution of the contract or part thereof.
 - b) Duration of the partnership deed and partnership firm agreement The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under clause 62 of General Conditions of Contract.
 - c) Governing Laws- The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the of the other partner and that of the Railway in respect of the tender/ contract.
12. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern.
 - a) The following documents shall be submitted by the partnership firm, with the tender) A copy of registered/notarized partnership deed only authenticated by notary.
 - b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partner(s) or any other person(s) as detailed in pare (8) above.
 - c) An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of Indian an State Govt. from participation in tenders contract on the date of opening of tenders either in their individual capacity or in any firm in which they were/are

Signature of Bidder

partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of General Conditions of Contract – 1999.

13. Evaluation of eligibility of a partnership firm

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the following condition:

a) **Technical eligibility criteria** – The tenderer should satisfy either of the following criteria:-

- i. The partnership firm shall satisfy the full requirement of technical eligibility criteria in its own name and style; OR
- ii. In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria on the basis of his/ her proportionate share in that proprietorship/ partnership firm reduced further by his/her percentage share in the tendering firm.

b) **Financial eligibility criteria** – The tenderer shall satisfy either of the following criteria:-

- i. The partnership firm shall satisfy the full requirements of the financial eligibility criteria in its own name and style. OR
- ii. In case the partnership firm does not fulfill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner. In different firms, then the arithmetic sum of the contractual payments received all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, shall satisfy the full requirements of the financial eligibility

14. Example on Evaluation of Technical & Financial Eligibility of Partnership Firm

A tendering partnership firm "ABCD" has four constituent partners namely "A", "B", "C" & "D" with their respective shares as 40%, 30%, 20% & 10% but this firm has not executed any work in its own name and style. However, the constituent partners have executed the work in earlier partnership firm(s) or as sole proprietor as under:

- a) Partnership firm "ABZ" having three partners namely "A", "B" & "Z" with respective shares of 10%, 20%, & 70% has executed a work of value Rs.10.00 Crores earlier.
- b) Partnership firm "CYX" having three partners namely "C", "Y" & "X" with respective shares of 50%, 30% & 20% has executed a work of value Rs.5.00 Crores earlier.
- c) Sole proprietor firm "P" having "D" as sole proprietor has executed a work of value Rs.2.0 Crores earlier.

The evaluation of technical and financial eligibility of tendering firm "ABCD" shall be done by taking proportionate share of credentials of partners A, B, C and D derived from their earlier partnership firms to be reduced further by their percentage share in the tendering firm as calculated in table below:

15. Evaluation of Technical Eligibility:

Any one of the partners of "ABCD" tendering firm viz A, B, C, D or D should satisfy the technical eligibility criterion on the basis of his/her proportionate share of credential in the earlier partnership firm reduced further by his percentage share in the tendering firm. As calculated in above table, the contribution of partners, A, B, C & D towards the credentials of tendering firm "ABCD" will be taken as Rs.0.40 cr., Rs.0.60 cr., Rs.0.50 cr. 0.20 cr respectively. Thus, in this example the firm "ABCD" is deemed to have executed (no single work of maximum value of Rs.0.60 Cr. for the purpose of technical eligibility criteria.

16. Evaluation of Financial Eligibility:

The arithmetic sum of the contribution of all the partners of tendering firm "ABCD" derived on the basis of their respective proportionate share in the earlier partnership firms reduced further by their respective percentage share in the tendering firm, in this example will be taken as Rs.1.70 Cr. (i.e. $A+B+C+D = 0.40 + 0.60 + 0.50 + 0.20 = 1.70$ cr.) Thus, in this example, the firm "ABCD" is deemed to have received contractual payments of Rs.1.70 Cr. for the purpose of financial eligibility criteria.

Sr. Divisional Commercial Manager/ Freight,
Delhi Division

2.0	<u>SPECIAL CONDITIONS OF THE CONTRACT</u>
2.1	<u>License Fee & its annual Revision:</u> First year's license fee will be as per the amount quoted by the licensee in financial bid. Thereafter, there will be an <u>annual increase of Seven percent(07%)</u> in the license fees every year. The payment of license fees will be on quarterly basis to be paid in advance within ten days of the first month when payment is due. For any delay in payment of license fees, a penalty of two percent will be levied on the due amount in first month. In second month, penalty will increase to three percent. After two months the security deposit will be forfeited and/ or process of termination shall be initiated. Successful tenderer has to pay the first installment of the annual license fee with applicable taxes, along with the security deposit equivalent to 3 month's License fee of the first year's license fee, failing which EMD will be forfeited and the tenderer will be blacklisted from entering into same kind of Railway contracts for a period of 1 year.
2.2	<u>Tenure of License:</u> The tenure of this license/contract shall be for a period of five years from the date of the commencement of the license. The contract period may be renewed for further 05 years on same terms & conditions, subject to satisfactory performance of licensee and approval of DRM/Delhi.
2.3	<u>Commencement of the License Period:</u> i. Railway shall issue a Letter of Acceptance (LOA) to the selected bidder/Licensee (through Registered Dak and E-mail). The Licensee shall complete the requisite formalities as mentioned below, within 15 days from the issuance of LOA, upon which the premises will be handed over to Licensee to commence the renovation/ fitment works to enable operation of the cloakroom services. a. Security deposit (SD) equivalent to 3 month's license fee of the first year's License fee shall be deposited in form of DD or FDR in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi issued by nationalized/scheduled bank, SD, which should be valid for a minimum period of 63 months from the issuance of LOA. b. Non judicial stamp paper for execution of agreement. <ul style="list-style-type: none"> • Four (4) Photographs of authorized signatory of Licensee. • Complete details of their authorized workforce proposed to be deployed(including labour and supervisor etc.) with their attested signatures & photo ID proof (issued by State/Central Govt.), for the operation of cloak room services. • Police verification of the employees proposed to be deployed. ii. <u>On completion of above mentioned formalities, Railway Administration will hand over the premises to Licensee, who has to complete all renovation/fitment works (in coordination with concerned Electrical & Engineering department) within the period of 60 days from the date of handing over of premises . The 5 year period of operation of contract including charging of License fee will start from the (date of handing over of premises+60 days)or from actual date of operation, whichever is earlier, regardless of the delay caused by the Licensee in commencement of operations.</u> License fee of first installment along with GST and other applicable taxes etc. will be paid on or before (LOA+60 days). Payment of License fee should be in form of Demand draft/Banker's Cheque in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi.
2.4	Failure of the bidder to fulfil the conditions as mentioned above in Para 2.3 shall be regarded as a breach of the terms and conditions of contract and render the contract

	liable to be terminated, make him liable for forfeiture of his Earnest Money Deposit and also liable the Firm to be blacklisted for preventing it from participating in similar kind of contract invited by Delhi Division for next one year.
2.5	<p>Security Deposit: The licensee shall furnish to Railway (in the manner and form advised and acceptable to Railway) a security deposit equivalent to 3 month's license fee of the first year's license fee. The security deposit has to be paid along with the 1st installment of license fees within 15 days from the date of issue of Letter of acceptance (LOA).</p> <p>i. Security deposit can be paid in the form of DD/FDR in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi. It should be valid for 63 months from the commencement of the contract. After successful expiry of the contract period, SD would usually be refunded after deduction/settlement of the outstanding dues against the licensee, transfer of the Infrastructure and equipments developed by the licensee in the cloak room and peaceful vacation/surrender of the licensed premises for cloakroom. In case of performance failure or non-payment of Railway's due for whatsoever reason, the Railway Administration shall have the right to encash the same during the period of validity of FDR/DD.</p> <p>ii. No interest will be paid on the security deposit.</p> <p>iii. Forfeiture: In the event of failure of payment of license fee, or any of the charges payable to the Railway administration, the Railway administration will be at liberty to forfeit security deposit and discontinue the contract forthwith without prejudice to any rights of the Railway Administration and to cancel the allotment and also blacklist the agent/agency with forfeiture of the SD.</p>
2.6	Execution of the Agreement: An agreement shall be executed / entered only with the licensee on a non-judicial stamp paper of Rs.100/- pertaining to the State where the contract agreement is executed and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the licensee.

2.8 Scope of Work

2.8.1 Main Objective: Appointment of a licensee for Renovation/Fitment, Management, maintenance and operation of Cloakroom services at.....Railway station for a period of five years, as per laid down guidelines and policy directives issued by Railway and compliance of all other statutory regulations.

2.8.2 The licensee shall renovate the premises allotted by the Railway administration at its own cost, manage, maintain and operate cloakroom services on PF No. _____ at _____ Railway station round the clock (24x7). The licensee shall restrict the operations to the area allotted for cloakroom services only and should not encroach or erect any structure outside the cloakroom.

2.8.3 Equipments and Manning: The licensee shall be responsible to renovate the area allotted including requisite fitments, make adequate provision of equipments, stationery and manpower, payment of wages/salaries to the workforce at its own cost. Provision of sufficient no. of digital lockers (Dual Locking System), cabinets, steel racks, shelves etc., which should be modern/branded products conforming to the state of art design.

2.9 Renovation, Operation and Maintenance:

- i. The bidder shall have to submit a development plan/interior plans for site alongwith specifications/drawings.

- ii. The licensee will renovate/ furnish/ do fitments at his own cost in the allotted area for cloak room services as per plans approved by the Railway Administration.
- iii. On expiry of contract, the infrastructure/furniture and equipments provided by the License shall be transferred to Railway & will become the property of Railway Administration.
- iv. The Cloakroom should be kept operational round the clock by the Licensee for storing passenger's luggage/packages/umbrella/helmet etc., and delivering them back.

2.10 Cloakroom Charges: The Licensee will be entitled/authorised to collect the cloak room charges from users at the time of delivery strictly as per the charges stipulated in the contract.

Definition of One (01) Unit of Baggage/Luggage for the purpose of calculation of amount chargeable for cloakroom services:

One unit of baggage/luggage will be defined in terms of the weight/overall dimensions of the package (i.e. length+breadth+height), whichever is higher, as under:

Maximum weight/total dimensions (L+B+H) of the Baggage/Luggage (whichever is higher)	No. of Chargeable Units
Upto 20 kg/Upto 120 cms	1 unit
20 kg to 40kg/121cms – 240cms	2 units
40 kg to 60kg/241cms – 360 cms	3 units

Similarly every additional unit or part thereof can be calculated by keeping dimensions of 1 unit as multiplying factor.

Cloak room charges and locker charges: The charges for cloakroom services will be levied/ collected by Licensee, as stipulated below:

Time slab	Charges per unit package for open storage (Rs.)	Charges per unit package for Locker (Rs.)
0 to 24hrs	30	60
Every subsequent 24 hrs or part thereof	40	80

- a) The duration will be reckoned from the time of depositing the articles in the cloakroom. These rates shall be exhibited/ displayed by the licensee at 2-3 conspicuous locations in the Cloakroom premises. The rates should be displayed bilingually.
- b) Above rates will be revised after every 2 years by adding Rs.5 per unit for open storage and by adding Rs.10 per unit for Locker.

For example, after 2 years from commencement of operation, the charges will be revised as under:

Time slab	Charges per unit package for open storage (Rs.)	Charges per unit package for Locker (Rs.)

0 to 24 hrs	35	70
Every subsequent 24 hrs or part thereof	45	90

c) Under no circumstances, should the licensee demand or collect extra amount other than the prescribed rates.

2.11 The licensee shall maintain proper register showing the date-wise details of no. baggage/luggage dealt (both in/out) and earning etc at the cloak room along with serial nos. The same should be provided by the licensee to the Railway administration whenever required.

2.12 The Licensee shall ensure correct labeling, marking, tagging and systematic stacking of the consignments on the rakes to ensure quick tracking & retrieval. The Licensee shall operate and maintain the cloakroom as state of the art facility matching global standards.

2.13 The walls, flooring and ceilings of the interior as well as exterior of the cloakroom should be well finished with aesthetic/decorative materials as per approved design, clean and & well maintained.

2.14 The licensee should install CCTV at his own cost for surveillance of bags and luggage for safe custody and to deter theft.

2.15 The licensee should possess hand held metal detector at his own cost and check each bag/luggage to ensure no entry of any restricted item in the cloakroom.

2.16 At all times during the tenure of license, Licensee shall maintain a high standard of cleanliness & upkeep of premises.

2.17 Regular inspections will be conducted by the Railway officials to ensure that high quality of service is provided to the passengers.

2.18 The Licensee should keep all the relevant records such as allotment letter, all payment details paid to the Railways, in the cloakroom in proper file. These documents should be made available for any inspecting official at any time

2.19 The Licensee has to install computerized receipt system for depositing/handing over of items to the customer, mentioning all necessary details therein.

2.20 In case of failure of computer system, manual receipts should be issued to the passengers at the cost of Licensee. The Licensee shall have to arrange restoration of system within 1 hour.

2.21 The calculation of cloakroom charges should be automatic upto the accuracy of one minute and same should be reflected in receipt with auto-clock provision of the computer.

2.22 The passenger luggage should be stacked in proper order in the cloakroom with clear demarcation of location in the receipt as well as in the system for quick and speedy retrieval & delivery of the luggage.

2.23 The licensee shall keep the copy of passenger's valid ID and mobile no./contact no., while depositing their luggage in the cloak room, which should be attached to the luggage while storing.

2.23 POS Machines, UPI apps should be installed to promote cashless transactions. The licensee may arrange for **Mobile Application** also, for online submission of requisite details for deposition of luggage by passengers.

2.24 The Licensee will use the allotted space exclusively for cloak room services only. Neither any value added services nor any other commercial/business activity will be permitted on the cloakroom premises and if any misuse of the premise other than using it for cloak room services is found, same shall be treated as violation of the agreement. In such a

case Railway Administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Licensee from participating in similar kind of contracts on Indian Railway for next one year and render him liable to forfeiture of his Security Deposit.

2.25 The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly at the allotted cloak room premises. Any violation in this regard will invite punitive measures as deemed fit by the Railway Administration.

2.26 The Licensee shall arrange for LED signage for display of Cloak Room charges/ other information.

2.27 The Licensee shall execute the License Agreement, as provided in this document which alongwith above terms & conditions shall constitute a binding contract.

Sr. Divisional Commercial Manager/
Freight,
Delhi Division

TECHNICAL BID: PACKET-A

Tender for Management and Operation of cloakroom services (on ROMT basis) on PF _____ at _____ Railway station for a period of five (05) years.

The President of India

Acting through Sr. Divisional Commercial Manager/ Freight

Northern Railway DRM's office

Delhi Division

Dear Madam/Sir,

Subject- Bid for Management and Operation of Cloakroom (on Renovate, operate, Maintain and Transfer basis)at _____ Railway station, for a period of five (05) years

I/ We am/ are enclosing herewith the following documents as required under Packet- "A" for fulfillment of the Bid conditions. I / We have also read carefully the terms & conditions and guidelines / agreement (duly signed on each page by me/ us) which I/ we shall adhere.

SN	Particulars (Attach Self attested copy where ever required)	Particulars/ serial no.
1.	Name of Bidder	
2.	Complete Address of bidder with proof :-	
3.	PAN number of the Bidder	
4.	Participation of Bidder as (Individual/ Sole Proprietorship / Partnership Firm , Registered Company etc.) <u>Proof to be attached for:-</u> <u>Individual</u> – Self attested copy of PAN Card. <u>Sole proprietorship firm</u> – Certificate from a Chartered Accountant must be attached. <u>Partnership firms</u> – Copy of Partnership Deed should be submitted <u>Companies</u> – Copy of Memorandum and Article of Association and Incorporation Certificate should be submitted <u>LLP. (Limited Liability Partnership)-</u> Copy of Memorandum and Article of Association and Incorporation Certificate should be submitted	
5.	Details of authorized signatory who will serve as the point of contact / communication (viz. name, designation, Address, Telephone No., Fax No. & Email ID) <u>Proof to be attached</u> I Card issued by Civic Authority, Pan Card, Aadhaar Card issued by Government of India A Power of Attorney to be submitted as per the format attached	
6.	Complete Bid document as per the prescribed format, duly signed on all pages.	
7.	<u>Earnest Money Deposit (EMD)</u> Rs. _____, Banker's Cheque/Bank Draft No. _____ Drawn up on _____ (Bank), dated _____	
8.	<u>Bid Document Cost</u> Rs. _____, Banker's Cheque/Bank Draft No. _____ Drawn up on _____ (Bank), dated _____	
9.	The average annual turnover should not be less than Rs 2 Crore during each of the	

SN	Particulars (Attach Self attested copy where ever required)	Particulars/ s erial no.
	<p>Last three consecutive 3 financial years of Tender i.e. FY 2015-16, FY 2016-2017& FY 2017-2018</p> <p>Proof to be attached Financial Position (enclose certified audited Balance Sheets and Profit & Loss Accounts for the last three financial years from Chartered Accountant)</p> <p>(Enclose certificate from Chartered Accountant).</p>	
10.	<p>Previous experience and credentials with regard to experience of running cloak room at different public utility places or safe keeping the luggage/goods at Airports/Hotels/Bus Stands/Warehouse/Railway/Cold Storage, etc. or operating of parking contracts or Housekeeping contracts or Warehousing or Logistics services, Parcel handling/ Cargo movers, etc. Similar work may also includes Security Work or any other work which include Safety/security/caretaking of valuables of persons/company/firm/govt. sector. etc. during the last three years period.</p> <p>Proof to be attached</p> <p>Copies of the Work orders issued should be submitted.</p>	
11.	Affidavit confirming the bidder has not been blacklisted or debarred by the government or the other agencies for which it has worked	
12.	Bidder should submit certificate of satisfactory performance of at least one similar work.	

Note :-

The tenderer must submit all the required documents to Railway Administration as mentioned in Packet-A. Railway Administration shall scrutinize and evaluate the Bid on the basis of criteria as mentioned in Bid document.

- (i) The tenderer must place all the documents in the above prescribed order duly serial numbered on each page.
- (ii) The Railway Administration reserves the right to call for registration certificates in respect of Private Registered Companies from whom the tenderer has submitted experience / payment details / eligibility certificates, etc.

Certificate :

1. I / We declare that all information stated in the table above is complete and absolutely correct. Above information have been furnished by us after having satisfied ourselves with the relevant documents.
2. I/ We understand that failure to supply the documents required with technical bid as mentioned above could be a ground for rejection.

Signature of Tenderer / Authorized signatory
Name and designation of Authorized signatory:
Company seal

Financial Bid Comprising the Bid- Packet B

(To be kept in separate sealed envelope)

Date:

From:
Full Name: -----
(In Block Letters)
S/o -----
Permanent Residential Address

Affix latest colour
pass port-size
photograph of the
tenderer

To
The President of India,
Acting through Senior Divisional Commercial Manager/Freight
DRM's Office, State Entry Road
New Delhi.

Dear Sir,

Sub: Tender for the work of Management and Operation of Cloakroom services (on ROMT basis) on PF _____ at _____ Railway station for a period of five (05) years.

1. I/We furnish my/ our offer amount as follows:

<u>Financial Bid Offer for the Annual License fee for the first Year (In Rupees)</u>	
In case of difference in figure and words, the amount mentioned in words will prevail	
<u>In figures</u>	<u>In words</u>

(Any corrections/over writings or insertions will not be accepted)

Rates chargeable per unit will be as stulated in the conditions in this document.

I/we hereby declare that

- *Until a formal agreement is prepared and executed, the acceptance of this tender shall constitute a binding document between myself / ourself and Railway Administration subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this contract.*
- I/we acknowledge that Railway will be relying on the information provided in the bid and the documents accompanying this bid for qualification of the bidder for the award of the license, I/we certify that all information provided in the bid and its annexure is true and correct. Any misrepresentation/falsification of facts if detected at a later stage will lead to disqualification of our bid.
- I/we understand that the submission of the bid/offer does not guarantee the award of the said license.

- I/we shall make available to Railway any additional information if it may find necessary or required to supplement or authenticate the bid.
- I/we recognize that the Railway has the right to accept/reject our bid without assigning any reason.
- I/we declare that;
 - a) I/we have examined and have no reservations to the bidding documents, including any addendum issued by the Railway.
 - b) I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any bid or request for proposal issued by or any agreement entered into with Railway.
 - c) I/we hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf have engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- ~~I/we understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the tender document within the prescribed time I/we shall be blacklisted by Railway from further participation in the similar contracts of Railway for a period of 1 (one) year with forfeiture of EMD/SD.~~
- In the event of my/our being declared as the selected bidder, I/we agree to enter into a license agreement in the manner and format as indicated by the Railway and will not seek any changes but agree to and abide by the same.
- I/we agree to keep my/our bid valid for 120 days from the bid due date specified in the bid document. The Railway Administration reserves the right to extend the validity of tenders at its discretion, if necessary duly taking tenderers consent. Further the Railway Administration reserves to itself the right to accept/ negotiation with the tenderer (s).
- I/we agree and undertake to abide by all the terms and conditions of the bid document.

In witness thereof, I/we submit this bid along with our price bid under and in accordance with the terms of the bid document.

Yours Faithfully,

(Signature, name and designation of the authorized signatory).

Date:

Place:

Name and seal of the bidder.

LICENSE AGREEMENT FOR Management and Operation OF CLOAK ROOM Service (On Renovate, Operate, Maintain and Transfer Basis) for a period of five years
(PF NO. AT RAILWAY STATION

This License Agreement (the "Agreement"), is executed at _____ on this _____ day of _____ 20__.

BETWEEN

The President of India, acting through the Chief Commercial Manager/Divisional Railway Manager/Sr. Divisional Commercial Manager/Freight _____ (name of the zonal Railway/division) of _____ Railway, (hereinafter referred to as "Railway Administration" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean & include its successors and assignees) as party of the First Part;

AND

_____ (hereinafter referred to as "Licensee" which expression shall be deemed to include his heirs, legal representatives and assignees of the other Part;

Whereas the licensee has entered into contract with the Administration for Management, Maintenance and Operation of Cloakroom services i.e. storage of passenger's luggage/packages in cloak room at _____ railway station for the purpose of safe custody and delivery to the passengers and whereas the administration has agreed for the same on following terms and conditions.

NOW THIS AGREEMENT WITNESSETH

1.	The Administration agrees to grant permission to M/s _____ to use the area identified for Management, Maintenance and Operation of Cloakroom at PF No. _____ at _____ Railway station for a period of five years for storage and safe custody of passenger's luggage/Packages.
2.	<p>Validity of contract and License fee payable</p> <p>The License agreement for Management and Operation OF CLOAK ROOM Service (On Renovate, Operate, Maintain and Transfer Basis) will commence with effect from _____ (date/month/year) and it will remain valid up to _____ (date/month/year) for a period of _____ years.</p> <p>The Licensee shall pay and annual License fee of Rs. _____ as the first installment of the license fee to the Railways. The License fee will be increased @ 7% for each subsequent year. The payment of license fee will be on Quarterly basis to be paid in advance within ten days of the first month when payment is due. <i>Payment of License fee should be in form of Demand draft/Banker's Cheque in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi.</i> For any delay in payment of license fees, a penalty of two percent will be levied on the due amount in first month. In second month, penalty will increase to three percent. After two months the security deposit will be forfeited and process of termination shall be initiated.</p> <p>The leaseholder shall be liable to pay Goods and Service Taxes imposed by the Central Government in addition to the License fees.</p>
3.	The contract period renewed further 05 years on same terms and conditions, subject to satisfactory performance of licensee and approval of DRM/Delhi
4.	<p>Security Deposit: The Licensee has deposited FDR/DD for Rs. _____ vide No. _____ dated _____ drawn at _____ Bank as Security deposit in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi as valid upto the contractual period + three months i.e. _____ as 'Performance Guarantee'. In case of performance failure or non-payment of Railway's due for whatsoever reason, the Railway Administration shall have the right to encash the same during the period of validity of FDR/DD:</p> <ul style="list-style-type: none"> i. After successful expiry of the contract period, SD would usually be refunded after deduction/settlement of the outstanding dues against the licensee, transfer of the Infrastructure and equipments developed by the licensee in the cloak room and peaceful vacation/surrender of the licensed premises provided for cloakroom. In case of performance failure or non-payment of Railway's due for whatsoever reason, the Railway Administration shall have the right to encash the same during the period of validity of FDR/DD. ii. No interest will be paid on the security deposit. iii. Forfeiture: In the event of failure of payment of license fee, or any of the charges payable to the Railway administration, the Railway administration will be at liberty to forfeit security deposit and

discontinue the contract forthwith without prejudice to any rights of the Railway Administration and to cancel the allotment and also blacklist the agent/agency with forfeiture of the SD.

5 **Scope of Work**
 i. **Main objectives:**
 Appointment of a licensee for Management, maintenance and operation of Cloakroom services on PF no. _____ at _____ Railway station for a period of five years, as per laid down guidelines and policy directives issued by Railway and compliance of all other statutory regulations.
 ii. The bidder once selected shall become "licensee" and shall be liable to pay license fee, security deposit and applicable taxes, etc. as per terms and conditions determined by the Railway.

6 **Explanation of scope of Work:**
 The licensee shall Manage, Maintain and Operate cloakroom services on PF No. ____ at _____ Railway station round the clock, in the location permitted by the Railway administration at his own cost. The licensee shall restrict himself to the area provided for cloakroom services only and should not encroach or erect any structure outside the cloakroom.

7 **Equipment and Man Power:** The licensee shall be responsible to renovate the area provided, make adequate arrangements in terms of provision of equipments, stationery and manpower, payment of wages/salaries to the workforce at his own cost. Provision of sufficient no. of equipments such as digital locker, cabinet, racks, shelves etc. should be modern and branded products conforming to the latest state of art technology.

8 **Renovation, Operation, Maintenance and Transfer:**
 i. The licensee should build/renovate the area for cloak room services as approved by the competent authority in the area provided to him by Railway Administration at his own cost under the supervision of SSE/Works of the concerned station.
 ii. On expiry of contract, the infrastructure and equipments developed by the Licensee shall become the property of Railway Administration.
 iii. The Cloakroom should be kept open round the clock by the Licensee for storing passenger's luggage/baggage/packages/umbrella/helmet etc., and delivering the same.
 iv. The Licensee will collect the leviable per unit baggage cloak room charges and locker charges for keeping the luggage from passengers at the time of delivery.

9 **Cloak room charges and locker charges:**

Definition of One (01) Unit of Baggage/Luggage for the purpose of calculation of amount chargeable for cloakroom services:

One unit of baggage/luggage will be defined in terms of the weight/overall dimensions of the package (i.e. length+breadth+height), whichever is higher, as under:

Maximum weight/total dimensions (L+B+H) of the Baggage/Luggage (whichever is higher)	No. of Chargeable Units
Upto 20 kg/Upto 120 cms	1 unit
20 kg to 40kg/121cms – 240cms	2 units
40 kg to 60kg/241cms – 360 cms	3 units

Similarly every additional unit or part thereof can be calculated by keeping dimensions of 1 unit as multiplying factor.

i. The cloak room charges by the licensee to be charged as under:

Chargeable time slab	Cloak room charges per unit package (open storage)	per unit Locker Charges.
0-24 hrs	30	60
Every subsequent 24 hrs or part thereof	40	80

- ii. The duration of time slabs will be reckoned from the time of depositing the articles in the cloakroom. These rates shall be exhibited at conspicuous place of the said premises by the licensee.
- iii. The rates should be displayed bilingually.
- iv. Under no circumstances, should the licensee demand or collect extra amount other than the prescribed rates.

	v. The Licensee is allowed to enhance the above usage charges by (i)Rs.5/- in each slab for open storage and (ii) Rs.10 in each slab for locker storage, after completion of every two years.
10	The licensee should maintain proper register showing the day-wise details of no. of baggage/luggage dealt (both in/out) and earning etc at the cloak room along with serial nos. The same should be provided by the licensee to the Railway Administration whenever required.
11	The Licensee shall ensure correct labelling, marking, tagging and systematic stacking of the consignments on the rakes at his own.The Licensee shall operate and maintain the cloakroom to the entire satisfaction of the Railways.
12	The walls and ceilings of the interior as well as exterior of the cloakroom should be clean.
13	The licensee should install CCTV at his own cost for surveillance of bags and luggage for safe custody and to curb the menace of theft
14	The licensee should possess hand held metal detector at his own cost and check each bag/luggage to ensure no entry of any restricted item in the cloakroom.
15	At all times during the Tenure, Licensee shall keep the cloakroom clean to maintain a high standard of cleanliness.
16	Regular inspections will be conducted by the Railway officials to ensure that high quality of service is provided to the passengers.
17	The successful tenderer should keep all the relevant records such as allotment letter, all payment details paid to the Railways, in the cloakroom in proper file. These documents should be made available for any inspecting official at any time
18	The Licensee has to install computerized receipt system for deposit/handing over of items to the customer.
19	In case of failure of computer system, manual receipts should be issued to the passengers at the cost of Licensee.
20	The calculation of cloakroom charges should be automatic upto the accuracy of one minute and same should be reflected in receipt with auto-clock provision of the computer.
21	The passenger luggage should be stacked in proper order in the cloakroom with clear demarcation of location in the receipt as well as in the system for quick and speed delivery of the luggage.
22	The licensee should record the particulars of travel authority of passengers, while depositing their luggage in the cloak room.
23	POS Machines, UPI apps should be installed to promote cashless transactions. The licensee may arrange for Mobile Application also, for online submission of requisite details for deposition of luggage by passengers.
24	The Licensee will use the allotted space exclusively for cloak room services only. Neither any value added services nor any other commercial/business activity will be permitted on the cloakroom premises and if any misuse of the premise other than using it for cloak room services found, same shall be treated as violation of the agreement. In such a case Railway Administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Licensee from participating in similar kind of contracts on Indian Railway for next one year and render him liable to forfeiture of his Security Deposit.
25	The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly at the allotted cloak room premises. Any violation in this regard will invite punitive measures as deemed fit by the Railway administration.
26	Issue of Receipt: The licensee shall provide computerized billing system and each transaction must be recorded. The licensee shall issue a receipt (format to be given by Railway Administration) to the passengers whose luggage has been stored in the cloakroom on payment of prescribed charges. The luggage shall be delivered duly collecting the receipt from the luggage depositing holder. The receipt should be serially numbered, indicating the station name, full name and address of passenger, full PNR details.
27	Appointment and payment of Staff: The licensee shall employ sufficient no. of staff for operation, maintenance, smooth working, cleaning and housekeeping of the cloakrooms. Deployed person's antecedents have to be investigated/certified by the police authorities. The expenses for such verification are to be borne by the licensee. Licensee shall ensure that the staff engaged are well groomed, wear proper uniforms (as approved by Railway Administration) badges, carry photo identity cards and display them at all times. Further the staff should be atleast 10 th pass, courteous and attend to the needs of the passengers promptly. It shall be the licensee alone who shall be responsible for the payment of salaries, bonus, gratuity, overtime, leave wages, provision of uniform, annual leaves, etc. to the staff
28	Loss of Receipt: In the event of the loss of receipt, the cloak room licensee should obtain an application on a stamped Indemnity note from the claimant. In such cases, the signature of the person to whom luggage/articles are delivered should be taken in the delivery register. However, the responsibility of delivering the luggage to the owner rests with the licensee.
29	Acceptance of articles: The licensee shall accept packages/baggages only in locked condition and responsibility of the contents shall be the primary responsibility of the passenger/person handing over the package/baggage. The licensees should possess hand held metal detector and check each and every luggage/baggage to ensure that no dangerous and offensive goods are stored in the cloakroom. Commodities

listed in IRCA Red tariff no. 20, offensive, contraband, explosives and any other commodities which are prohibited by the Railway or banned by the Civil Authorities from time to time shall in no case be allowed to be kept at cloak room. Livestock and perishable should not be accepted from the passenger to keep at the cloak room. The list of some of the dangerous and offensive goods is listed in the table below. The licensee shall also reject banned and contraband goods as notified by the respective State Government from time-to-time. In case if any such things are noticed, it should be immediately brought to the notice of the Railway administration.

S N	Dangerous goods	Offensive goods
1.	Explosives	Blood dried
2.	Gases-compressed, liquefied or dissolved under pressure	Corpses
3.	Petroleum and other inflammable liquids	Carcasses of dead animals
4.	Inflammable solids	Bones excluding bleached and cleaned bones
5.	Oxidising substances	Rags, other than oily rags
6.	Poisonous (Toxic) substance	Any decayed animal or vegetable matter
7.	Radio Active materials	Human ashes
8.	Acids and other corrosives	Human Skelton, parts of human body

30	Responsibility of Licensee: The licensee will be solely responsible for the safe custody of the passenger's baggage/luggage kept in the cloakroom. Licensee shall make good the losses due to theft, fire, damage etc. to the owners of the baggage/luggage.
31	Insurance Coverage: Licensee shall have insurance coverage for the baggage/ luggage etc. stored in the cloakroom and also get the insurance policy and renewed from time to time during the contract period.
32	Fire Extinguisher: The licensee shall ensure availability of portable fire extinguishers at his own cost (subject to a minimum of two) and the staff engaged should have knowledge of operation of the equipment and the validity of the extinguishers shall be obtained from time-to-time.
33	Staff Permitted: Sufficient no. of staff as per requirement for the smooth working of cloakroom services, cleaning and housekeeping will be permitted in each shift of Eight hours at each cloakroom.
34	Un-claimed articles: Baggage/Article remaining in the cloakroom beyond 07 days (or as per railway rules) of receipt, should be treated as unclaimed property and a notice should be served to the passenger by the licensee. Such notice should be served three times on every fortnight. And if no reply is received from the depositor, the items should be sent to nominated LPO under clear signature of the GRP and Commercial inspector for disposal, in terms of unclaimed goods.
35	The licensee shall comply with the provisions of all labour legislations including the requirements of: <ul style="list-style-type: none"> i. Payment of Wages Act. ii. Employee's Compensation Act. iii. Shops and Establishment Act. iv. PF and ESI Acts. v. Child Labour (Prohibition and Regulation) Act 1986. vi. Contract Labour (R&A) Act 1971. vii. Minimum wages Act 1948. <p>The Railway will not accept any responsibility for the loss/damage/injury (including death) caused to the licensee or to the personnel engaged by him in the process of rendering services under this license and no claim/compensation will be entertained by Railway in this regard.</p>
36	Execution of the Agreement: An agreement shall be executed / entered only with the licensee on a non-judicial stamp paper of Rs.100/- pertaining to the State where the contract agreement is executed and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the licensee.
37	Indemnity by Licensee: The licensee shall at all times indemnify and save the Railway from and against all actions, suits, proceedings, losses, other causes, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any Act or omission of the licensee, his employees while rendering services under the license.
38	Jurisdiction of Courts: The agreement shall be subject to the exclusive jurisdiction of the local /Civil Court at respective States where the agreement is executed.
39	Penal charges: <ul style="list-style-type: none"> i. If the successful tenderer fails to pay the License fee and other charges due to the Railway Administration within the stipulated time, Railway administration reserves the right to impose fine. He/she is liable to pay the fine as imposed by the Railway Administration. ii. The licensee/licensees shall be liable to pay such penalty as the Railway Administration may inflict for complaints against the licensee/licensee's Managers etc., which, in the opinion of the Railway Administration are bonafide and substantiated. Without prejudice to the other remedies, which may be available under the agreement, the licensee/licensees shall be liable to pay at the sole discretion of the Railway Administration a penalty to be decided depending on the discrepancy noticed and as described

	<p>in the agreement for any action in contravention of any of the clause of this agreement.</p> <p>iii. The scale of penalties to be imposed shall be on account of excess charging, complaints, deviation to the agreement clause, etc. The penalties to be imposed by the inspecting officials shall be as under:-</p> <ol style="list-style-type: none"> Asst.Scale/Sr.Scale (Divisional officers) upto Rs.2,000/- per occasion. JAG/Selection Grade (Divisional/Hqrs) upto Rs.6,000/- per occasion SAG and above (Divisional/Hqrs) upto Rs.10,000/- per occasion <p>In case of repeated occurrences of complaints, it will be treated as poor performances which may lead termination of License agreement alongwith blacklisting the licensee and forfeiture of the Security deposit duly following prescribed procedures.</p>
40	<p>Electricity connection:</p> <ol style="list-style-type: none"> The electrical connection will be provided to the successful tenderer who shall apply to the office of the Senior Divisional Electrical Engineer in the prescribed Proforma for the subject contract and on payment of requisite fees. The successful tenderer shall have to arrange at his own cost all the equipments, wiring and other electrical installations necessary as per the required standard and specification of the Railway Administration under the supervision of SSE of the concerned station. The licensee shall not use electrical heater, toaster and other appliances in the premises for the preparation of tea, coffee, heating food, etc without authority of the competent authority. <i>All the electricity bills generated will be borne by the licensee</i>
41	<p>Right of User only: The licensee will only provide the cloakroom services and will have the right of user only on lease and license basis. The staff engaged by the licensee in discharge of the obligations under this license, including rendering services of public, are not entitled for any employment by or within the Railway. While issuing photo identity cards by the licensee this should be specifically mentioned therein that the person in whose favour such card is issued is engaged by the licensee and he is not a Railway employee.</p>
42	<p>Right to make substitute arrangement in the event of unsatisfactory services etc. by the licensee: In the event of unsatisfactory/poor service, persistent complaints from passengers, any failure or default at any time on the part of the licensee to carry out the terms and conditions of the agreement to the satisfaction of the Railway (who will be sole judge and whose decision shall be final) then without prejudice to any other remedy that may be available to the Railway under this contract or otherwise, the Railway reserves the Right to make any substitute arrangement in any manner, it may deem fit, at the cost and risk of the licensee.</p>
43	<p>Termination of the contract:</p> <ol style="list-style-type: none"> Termination of the contract by Railway Administration on Operational Ground. Railway Administration reserves the rights to terminate the License by giving one month advance notice. On Operation Ground the license agreement will stand terminated and the Security deposit will be refunded after adjusting outstanding dues, if any. The licensee shall not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Termination of the contract under punitive measures The Railway Administration shall have the right to terminate the contract at any stage without giving any notice, in case competent authority of railway Administration is satisfied or has reasonable ground to believe that the Licensee has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered or falsified documents, etc. The Railway Administration may terminate the contract, in case of grievous/serious complaints against the Licensee, his agents or workers or his authorized persons are found in malpractices, illegal activities, touting, theft etc. or in any way involved in affecting the interests of the Railway Administration. The Railway Administration shall have the right to terminate the contract with or without giving 30 days advance notice if the Railway Administration is not satisfied with the performance of the Licensee on repetitive invocation of the penal clauses & notices served. Contract can also be terminated without any notices, if adequate alternative arrangement is not made by the Licensee. Such notices shall be served by registered post/speed post or by hand at the Licensee's address or work place. In case of termination of the contract under punitive measures, the security deposit will be forfeited. Termination of the contract by the licensee

	The licensee can terminate the contract by giving 90 days notice with valid reasons to the Railway administration (which should be approved by the railway administration) subject to completion of one year contractual period (01 year +3 Months). The effective date of termination shall be decided by Railway administration. In such cases, Security Deposit will not be forfeited. If licensee terminates the contract short of 3 months notice, the SD will be forfeited.
44	Prohibition of sub-letting: The licensee shall not sub-let, transfer or assign this agreement or any part thereof to any person, failing which the contract is liable to be terminated without any notice to the Licensee and security money shall be forfeited in such eventuality.
45	Suggestion/Complaint Book: The licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This book shall be serially numbered and pre-authenticated by the Railway.
46	Maintenance of proper records: The licensee shall maintain proper and full records namely viz. vouchers, bills, tax paid etc. pertaining to the contract and make it available for inspection by the Railway officials. Railway shall have the right to inspect audit records of the licensee. The licensee shall submit to the Railway administration a computerized statement of accounts of income and expenditure at the end of every year of the contract period, however administration can ask the periodical statement as deemed fit during the currency of the contract.
47	Compliance of Instructions: The licensee shall comply with all the instructions issued by the Railway from time to time as may be necessary to ensure better services. The licensee shall furnish all information, record etc. within 15 days or as may be required by the Railway from time to time, failing which the Railway reserves the right to impose suitable penalties on the licensee including the termination of the agreement.
48	Identity cards/Labour platform permits: <ol style="list-style-type: none"> i. Divisional office will issue laminated Photo Identity Cards to the licensee which shall be duly signed by the ACM and shall be valid for 1 (One) calendar year only. On expiry the same will be reissued annually. ii. The licensee in turn will issue Laminated Photo Identity cards to each of his staff duly signed by the licensee himself. The staff's photo identity card will contain the staff's full details inter-alia name of staff, gender, age, residential address, validity. The validity of such laminated photo identity cards will be per calendar year. New laminated photo identity cards will be issued by the licensee for 1 calendar year and will be renewed every year. iii. The laminated photo identity cards, issued by the licensee in favour of his/ her staff, will be countersigned by Station Director/Station Manager/Station Superintendent/Station Master.
49	Tax and other charges: <ol style="list-style-type: none"> i. The Licensee shall from time to time pay all taxes, charges, statutory dues, and assessments of every description which are not or may at any time hereafter during the continuance of the agreement be assessed, charged or imposed upon the licensed assets; and/or construction maintenance and operation of the licensed premises. ii. The stamp duty, registration charges and other costs and expenses if any shall be borne by the Licensee. iii. The licensee is required to pay any other charges like cess etc., on demand by the administration, as well as any other taxes due to any other authority which are incidental to this licence for the period of his license.
50	Force Majeure: In the event of any unforeseen event directly interfering with the operation of the license arising during the currency of the license, such as war, insurrection, restraint imposed by the Government, Act of Legislature or other authority, explosions, accident, strike, riot, lock out, arson, act of public enemy, acts of God, sabotage etc. the licensee shall within a week from the commencement thereof, notify the same in writing to the Railway with reasonable evidence thereof. In such event of force majeure, the conditions of the license will not be enforced by either party. Further if, mutually agreed by both the parties, the tenure of the license may be further extended for the specific period during which license was not operational.
51	Dispute Resolution: <ol style="list-style-type: none"> i. Abiding other rules and regulation and alteration in agreement <ol style="list-style-type: none"> a. If any information/declaration made by the Licensee is found false at any stage before or after award of contract or deliberately defraud with Railways, Security deposit/EMD will be forfeited. b. The Licensee shall abide rules and regulation of the Railways and in case of any irregularities; he shall be liable to pay the fine as imposed by the Railway Administration. c. Amendments and any alteration in the agreement can be made with mutual consent of both the

	<p>parties.</p> <p>ii. In case any penalty is imposed upon the licensee during the currency of contract by Railway Administration over Indian Railway, then Licensee is required to get it acknowledged with this office/..... Division within 20 days of imposition of penalty, failing which, action will be initiated as per extant rules and provisions of agreement.</p>
52	<p>Arbitration</p> <p>52.1. Demand for Arbitration</p> <p>(a) Any Dispute, difference or controversy of whatever nature howsoever arising or out of or in relation to this agreement (including its interpretation) between Railway Administration and the Licensee/Contractor and so notified in writing by either Party to the other party (the "Dispute") shall in the first instance, be attempted to be resolved.</p> <p>(b) Any Dispute, difference or controversy which is not resolved amicably within 30 days then any claim(s) on disputed matters shall be demanded in writing that the dispute or difference be referred to arbitration. Such arbitration shall be governed and held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>(c) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise if any. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.</p> <p>52.2. Appointment of Arbitrator:-</p> <p>(a) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act-2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure-I of the agreement.</p> <p>(b) Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act, 1996 has been waived off:-</p> <p>In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rs. One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway nominated by the General Manager. The Gazetted officer so appointed, however, will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway Administration.</p> <p>In cases of claims of more than Rs. One crore, the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers or 2 Railway Gazetted officers and a retired Gazetted Railway Officer, as the arbitrators. The Gazetted officer(s) so appointed, however will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. For this purpose the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Railway Administration. Contractor will be asked to suggest at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manger shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.</p> <p>(c) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act, 1996 has not been waived off:-</p> <p>In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rs. One Crore only), The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a retired Gazetted Officer of Railway nominated by the General Manager. The retired Gazetted officer so appointed however will not be one of those who had an opportunity to deal with the matter to which contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway Administration.</p> <p>In cases of claims of more than Rs. One crore, the Arbitral Tribunal shall consist of a Panel of three retired Gazetted Railway Officers. The retired Gazetted officer so appointed however will not be one of those who had</p>

an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. For this purpose, the Railway will send a panel of at least four (4) names of retired Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Railway Administration. Contactor will be asked to suggest at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manger shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.

52.3. Cost of Arbitration

The cost of Arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the Arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure-II of the agreement after referring these disputes to arbitration. Further, the fee payable to the Arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the facts whether the Arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise in the matter.

52.4. Place of Arbitration

The Venue of such Arbitration shall be at the place where the agreement has been signed and executed or as decided by the Arbitrator and the language of the Arbitration proceeding shall be English or as decided by the Arbitrator.

52.5. Obligation During Pendency of Arbitration

(a) Work under the contract shall, unless otherwise directed by the Railway, continue during the arbitration proceedings and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

(b) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

52.6 Others

In the event of arbitrator (s) dying, neglecting or refusing to act for any reasons or his award being set aside by the Court for any reason, it shall be lawful for Appointing Authority General Manager to appoint another Arbitrator in place of the outgoing Arbitrator.

52.7 The Arbitration Award shall be executed on stamp paper in accordance with the applicable Stamps Duty Act.

Annexure-I

Agreement towards Waiver under Section 12 (5) of Arbitration and Conciliation Act, 1996.

I/we (Name of agency/contractor) with reference to agreement no.....raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1 – Detailed at Annexure –
- (ii) Claim 2 –
- (iii) Claim 3 –

I/ we (post of) with reference to agreement no.....hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/wedo/ do not agree to waive off applicability of section 12 (5) of Arbitration and Conciliation Act, 1996.

Signature of Claimant _____ Signature of Respondent _____

Witness By

1. Name :-	1. Name :-
------------	------------

2. Address

2. Address

Annexure-II

Agreement under Section 31 A (5)

I/we..... (name of claimant) with reference to agreement no.....hereby waive off the applicability of sub section 31 A (2) to 31 A (4) of the Arbitration and Conciliation Act,1996. We further agree that the cost of arbitration will be shared by the parties as per Clause 47.3 of this agreement.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

Witness By

Annexure-III

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railway General Conditions of Contract

1. Name :-	1. Name :-
2. Address	2. Address

1. Name :

2. Contact Details :

3. Prior Experience (Including Experience with Arbitrations):

4. I do not have more than five on-going Arbitration cases with me :

5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act-1996'.

6. I have no any past or present relationship to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under :

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under :

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances as under:

53 The High Court at Delhi and the courts at Delhi shall have jurisdiction to try all disputes arising out of this agreement.

54 General Terms and conditions for Cloak room services :-

i. The passenger needs to produce valid photo identification at the time of deposit and delivery of baggage. In addition, the passenger shall have to submit a signed requisition form related to the baggage, in the format advised by Railway Administration.

ii. All baggage will be duly checked with hand held detector for acceptance in the cloak room before accepting. In case of suspicious items, the baggage will be subjected to physical check.

iii. Licensee may not accept baggage for storage that is found to be previously damaged in any way. Such baggage shall be detailed in the documents prepared at the time of deposit. Licensee may at its sole discretion, exclude any liability on bags which appear unsuitable for storage, overweight, unsafe, or previously damaged in any manner.

iv. Licensee liability in any event, for loss, theft or damage occasioned to baggage, in storage or transit from storage, is limited to Rs.100/- per kg.

v. The Licensee reserves the right to refuse acceptance of any baggage at its sole discretion.

vi. Safety

Licensee shall adopt the necessary safety procedures to avoid any type of accidents to Passengers, Railway's personnel, any other personnel & to avoid damages to Railway's assets.

vii. Security

Security arrangements for the work shall be in accordance with general requirements and the Licensee

shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. A fine of Rs.50000/- shall be imposed on the Licensee plus recovery of cost of material in addition to the police action against the Cloak Room Services Personnel if any employee of Licensee is caught stealing Railways's property. Decision of Railway administration shall be final.

viii. Accidents:

- a. It shall be the sole responsibility of the licensee to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- b. If any accident occurs within the station and associated area due to negligence on the part of the licensee's personnel it shall be the full responsibility of the Licensee.
- c. If any damage occurs to the structures/ material & equipment due to negligence on the part of licensee's personnel, the cost of damage will be recovered from the Licensee.

ix. Licensee shall submit the indemnity bond such that the Licensee's staff shall not claim any type of payment, and employment etc with Railway Administration. After completion of contract, the Licensee shall withdraw all of his staff from the site without any claim.

x. Licensee Obligations with respect to the Services

- a. The staff deployed by the Licensee shall wear an approved uniform at all times at the Stations and maintain a good and cheerful image. No personnel shall smoke, chew tobacco, litter, loiter, stand in passageway, or unnecessarily mingle with the passengers or visitors at the Stations, while in uniform and/or on duty.
- b. Licensee shall furnish, at its own cost, each of the staff deployed by the Licensee with appropriate uniforms (as pre-approved by Railway Administration) failing which a penalty of Rs.2000/- per case shall be levied.
- c. Licensee shall carry out all obligations as mentioned in this License Agreement in such a manner as not to endanger the lives and health of the staff deployed by the Licensee, the employees of others, and the public or to cause damage to the property of Railway administration. Licensee shall take all measures, in terms of the Applicable Laws, to maintain the health and safety of persons and to prevent injury to persons or damage to any property where the Services are being performed, or in the vicinity thereof, as a result of execution of the Services.

xi. Licensee shall obtain and maintain all approvals, which are required pursuant to Applicable Laws, for the purposes of performance of the Services in terms of this License Agreement.

xii. Licensee shall exercise all reasonable skill, care and diligence in the performance of the Services and shall perform the Services in a timely manner. The Services to be provided by Licensee shall be in accordance with service standards, safety norms, laws and regulations, and Good Industry Practice.

xiii. Licensee shall, during the tenure of this License Agreement, be responsible for the care and protection of property of Railway administration which may be issued or placed to facilitate the services of the Licensee care or control and shall be responsible to the full value thereof for all loss or damage thereto, from whatsoever cause whilst in possession, care or control, of the Licensee subject to normal wear & tear and depreciation.

xiv. Licensee shall be required to comply with the service standards, issued by the Railway administration from time to time, in respect of the Services. Licensee are required to employ only well-trained staff of good character and integrity for operating the counters and for the provision of the Services, after carrying out proper security/police verification as may be required under the applicable laws.

xv. Licensee or the staff deployed by the Licensee or agents or through any other person shall not engage in any form of touting or disparagement of the services of other licensees of Railway Administration.

xvi. The staff for the Services must possess the following characteristics:

- a. Adequate level of soft skills
- b. Proper grooming & a pleasant personality
- c. Workable knowledge of English language
- d. Willingness to work

xvii. Obligations related to Human Resources

- a. Licensee shall provide Supervisor in general shift for all coordination purposes related to the Services or as decided by Railway Administration.

b. Licensee shall give a weekly off to each of employees engaged for rendering the Services.

- xviii. Licensee shall be solely responsible for payment of minimum wages and statutory liabilities like E.S.I., P.F., Bonus etc. in respect of the personnel employed by Licensee. Licensee shall provide certified account statements of the payment of the said statutory liabilities to the employees engaged for the Services. Railway administration shall not be liable in any manner whatsoever with regard to the staff deployed by the Licensee.
- xix. Employees conduct: The Licensee shall ensure that all persons employed behave in orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of cloakroom services. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to Railway administration with respect to all his personnel deployed. Further, within _____ days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel to Railway Administration. All the Licensee's personnel shall be required to possess ID card while working in Railway premises as per prevailing procedure. Any Employee/Supervisor not bearing/wearing the authorized I-Card shall not be allowed in Railway premises and any violation of this will attract penalty of Rs. 2000/- per case. In case of any misuse of this I-card, a penalty of Rs. 10000/- will be imposed or as deemed as fit by Railway Administration depending upon seriousness of incident.
- xx. Licensee shall ensure that his Supervisors/Employees shall not consume alcohol/pan/Cigarette/Tobacco/Gutka while performing duty within station premises, failing which a penalty of Rs.1000/- per case shall be imposed apart from action under other statutory provisions.
- xxi. The personnel deployed for the Cloak Room and Porter should be qualified and trained in the relevant work and have the knowledge of safety procedures. The minimum qualification of Cloak Room Personnel should be atleast 10th pass with working knowledge of English.
- xxii. The Character and Antecedents of all the Cloak Room Personnel and Supervisors, before being deployed in cloak rooms, shall be got verified from the local police authorities.
- xxiii. For any change in Licensee's personnel, Railway administration shall be advised at least one week in advance and Licensee shall be required to obtain Railway Administration's approval for all such changes along with their CVs.
- xxiv. Licensee's Covenants
Licensee hereby covenants with Railway administration as follows:
a. Licensee is required to use the Locations for the sole purpose of setting up (build and renovation), provision, operating and maintaining the equipments and for or in relation to provide the cloakroom Services and to ensure that the Facilities are designed, set up, operated and maintained, as per international standards in line with the image envisaged for the stations by Railway Administration. To this end, Licensee shall recognize and accept the right of Railway administration to require the Licensee to change the outlook, design and signage of the facilities, if so required, at its sole discretion to match with the image and the outlook of the stations.
b. Licensee is required to ensure that the size of any signage of cloak room services at the Locations is as per guidelines issued by Railway administration from time to time and at places pre-approved by Railway administration. Apart from the foregoing, the Licensee shall not be entitled to display any other advertisements or promotional material at any place.
c. Licensee shall indicate prominently at a designated place in the Location that all charges for the Services are fixed and the Licensee and its staff shall not engage in any bargaining of rates with the customers.
- xxv. Maintenance, Repair and Cleanliness
a. At all times during the Tenure, Licensee shall keep the Locations clean to maintain a high standard of cleanliness.
b. Licensee shall seek the approval of Railway administration for all developmental, mechanical and electrical works to be carried out in any of the Locations, whose approval shall not be unreasonably withheld.
- xxvi. Service Obligations
a. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify

	<p>Railway Administration for any loss and damages suffered due to violation of its provision.</p> <p>b. The Licensee hereby indemnifies Railway Administration against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.</p> <p>c. The Licensee hereby agrees that Railway administration shall have no responsibility as regards Licensee's employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of Railway administration. Licensee hereby indemnifies Railway Administration against the claims made by Licensee's employees against Railway administration in this contract.</p> <p>d. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies Railway Administration against any liability arising in connection with the employment of its personnel in the said premises by Licensee. <u>Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Railway Administration in accordance with the prevailing policy regulations at that time.</u></p> <p>xxvii. That no tenancy/sub-tenancy is being created by Railway administration in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -</p> <p>a. That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:</p>
	<p>b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by Railway Administration in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and</p> <p>c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.</p> <p>xxviii. 28. The relationship between Railway administration and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Railway administration on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.</p>

In witness whereby the parties have hereunder subscribed their names at the places and on the dates hereinafter mentioned respectively.

Signature
Name & Designation,
Name of firm/Licensee,
Full address _____

Signature
Name & Designation (DRM/CTM/Sr.DCM)
Division _____ Railway _____
For and on behalf of the President of India
by _____ Railway, _____ on this day of _____

(Name of place), on this day of _____ in presence of:

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.

by M/s _____
Licensee at _____ on this day of _____ presence of:

Witnesses

- 1.
- 2.

POWER OF ATTORNEY FOR SIGNING OF TENDER

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name), _____ son/daughter/wife of _____ and presently residing at _____ who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for the award of the contract for "Tender For Management and Operation of Cloakroom Services at _____ Railway Station (on ROMT Basis) for a period of five years" for which proposals are invited by Railway including but not limited to signing and submission of all Tenders, tenders and other documents and writings, participate in tenderers and other conferences and providing information/ responses to Railway, representing us in all matters before Railway, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with Railway in all matters in connection with or relating to or arising out of our Tender for the award of contract to us and/or till the entering into of the Agreement with Railway.

AND I/ we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF I / WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ MONTH OF _____ 20____, in presence of following witness:-

For _____ (Signature, name, designation, address, Pan Card No. and stamp size photo of the Executant/s)

Executed and signed before me on this _____ day of _____ 20____

Witnesses (Name & Address)

(Signature to be verified by Employer/Banker/Notary)

1.
(Notarized)
Name of Notary Public:-
Registration No.:-
Place:-
- 2.

Accepted
..... (Signature)
(Name, Title, Address & Photo of the Attorney)
Note

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the tenderer.



MINISTRY OF RAILWAYS

NORTHERN RAILWAY

DELHI DIVISION

COMMERCIAL DEPARTMENT

DRM OFFICE

STATE ENTRY ROAD

NEW DELHI 110055

BID DOCUMENT

FOR

**WORK OF UPGRADATION, MAINTENANCE AND MANNING OF
WAITING ROOMS**

AT NEW DELHI

WITH MODERN FACILITIES, AMENITIES AND SERVICES

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Chapter A: DISCLAIMER

1. The information contained in this Bid Document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the Indian Railways or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid document or any other terms and conditions subject to which information is provided.
2. This Bid document is not an agreement and is not an offer or invitation by Indian Railways to any party other than the applicants who are qualified to submit their proposals to Northern Railway.
3. The objective of Bid document is to provide the prospective Bidder(s) with all the relevant information to assist the formulation of proposals or bids.
4. The Bid document may not be apposite for all persons interested in bidding as it is not possible for the Indian Railways or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
5. The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary to obtain independent opinion from appropriate sources.
6. The Indian Railways, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the Bid document.
7. The Bidding Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information/ clauses in this Bid document.

Chapter B: TENDER NO 785/ CP/ PA/ EO/ Waiting Room/ 2018

KEY INFORMATION

1.	Notice for Tender (Published on)	As per NIT.
2.	Type of Bid	Two Packet System
3.	Period of Contract	5 Years and further extendable for 5 years
4.	Cost of Bid Document	Non- refundable amount Rs 11,800/- only. (As per NIT)
5.	Reserve Price	To be quoted by the Bidder in the Packet B
6.	Earnest Money Deposit	Earnest Money Rs 2.0 Lakh only (As per NIT)
7.	Bid Submission Date	Date 21.08.2018 (As per NIT) and Time upto 15:00 hrs.
8.	Date of Opening of Bids	Date 21.08.2018 (As per NIT) and Time 15.15 hrs.
9.	Validity of Offer	120 days from the date of opening of Bid
10.	Web Site address	www.nr.indianrailways.gov.in
11.	Authority and place for seeking clarification and submission of Bid document	
Senior Divisional Commercial Manager/ Coaching Northern Railway, DRM Office, State Entry Road New Delhi 110055 Tel:- 011-23743084, Fax- 011-23746077		वरिष्ठ मण्डल वाणिज्य प्रबन्धक/ कोचिंग उत्तर रेल्वे, मण्डल रेल प्रबन्धक कार्यालय, स्टेट एंट्री रोड नई दिल्ली 110055 Tel:- 011-23743084, Fax- 011-23746077

Chapter C: LETTER TO TENDERER

M/s. _____

Subject- Work of up-gradation, maintenance and manning of waiting rooms at (date as given in NIT) New Delhi Railway station over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years.

Dear Sir,

1. Bid forms with conditions and Draft Agreement for the above noted contract are enclosed.
2. Bid is on two packet system.
- a. Packet "A" will contain technical details, earnest money deposit, Bid cost and other related documents. All these will be kept in a sealed cover and marked "Packet-A containing Technical Details for the "Work of up-gradation, maintenance and manning of waiting rooms at New Delhi Railway station (date as given in NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years." The packet "A" cover should also have the name of tenderer.
- b. Packet "B" will contain financial offer of tenderer (as per Chapter N:). This will be kept in a separate sealed envelope and marked "Packet-B containing Financial Offer for "Work of up-gradation, maintenance and manning of waiting rooms at New Delhi Railway station (date as given in NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years." The Packet "B" cover should also have the name of tenderer.
- c. Both the envelopes will again be put in a big sealed envelope and will be marked "Bid for Work of up-gradation, maintenance and manning of waiting rooms at New Delhi Railway station (date as given in NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years." This packet should also have the name of tenderer.
3. Bid should be addressed to Sr. Divisional Commercial Manager/ Coaching, (Sr. DCM/Chg.) Northern Railway, DRM Office, State Entry Road, New Delhi and submitted in a sealed cover as indicated in Para 2 above. B
4. Any envelope received in unsealed or open condition shall be summarily rejected. Any envelope containing both the Technical and Financial Bids in violation of clauses given above shall also be summarily rejected.
5. Bid will be received in a sealed tender box kept in Sr. DCM/ Chg's office in Tender room/ Commercial Branch up to 15.00 Hrs. on (date as given in NIT). Tender box will be sealed at 15.00 Hrs. on (date as given in NIT). Sealed tender box will be opened by nominated officers at 15.15 Hrs on (date as given in NIT). Names of all tenderer will be announced soon thereafter, in the tender room/ commercial branch of DRM's office. Tenderer are advised that if they so desire, they can send their authorized representatives to witness the opening of Bid. Bid received after closing time of tender box will not be considered.
6. After opening of all Bids, all the packets marked Packet-"B", without opening, will again be put in another big envelope and will be sealed by the Tender opening committee.
7. No Bid will be considered if not accompanied by requisite earnest money deposit / Bid cost in Packet "A"
8. The successful tenderer shall have to submit a Performance Bank Guarantee (PBG) (Rupees Twenty Lakh only (Rs 20.00 Lakh) per station) within 30 (thirty) days from the date of issue of Offer Letter. Extension of time for submission of PBG beyond 30 (thirty) days and up to 60 days from the date of issue of Offer Letter 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. from 31st day after the date of issue of Offer Letter. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of Offer Letter, the contract shall be terminated duly forfeiting EMD and other amount, if any paid by the contractor. The failed contractor shall be debarred from participating in re-Bid for that work.
9. The Railway Administration reserves the right to reject any or all the Bids without assigning any reason whatsoever or to accept any Bid with a higher offer.
10. This Bid form is non-transferable.

For Sr. Divisional Commercial Manager/ C, Delhi Division

Chapter D: INSTRUCTION TO TENDERERS

Tender Notice No. 785/ CP/ PA/ EOI/ Waiting Room/ 2018

General Conditions

1. Detail bid process and timings as mentioned in Chapter C:
2. The Bid should be on a prescribed form obtainable from the office of Sr. Divisional Commercial Manager/ Chg, DRM Office, Northern Railway, Delhi Division, on payment of (As per NIT) per Bid form in any of the following mode-
 - a) Demand draft / Banker's Cheque in favour of 'Sr. Divisional Finance Manager, Northern Railway, Delhi Division, payable at New Delhi executed by State Bank of India or any of the Nationalized Banks or by a scheduled Banks.
 - b) Tender form can also be downloaded from the internet website i.e. www.nr.indianrailways.gov.in. The tenderer, who wishes to participate in the Bid by downloading from Web-site will have to attach a bank draft of amount equivalent to the 'Bid form' cost in favour of "Sr. Divisional Finance Manager, Northern Railway, New Delhi" towards the cost of Bid Form. Bid Forms downloaded from Web site will not be accepted without enclosing the cost of Bid form in the shape of Bank draft.
3. The Bid form is not transferable.
4. ~~Tenderer shall invariably sign on all sheets of tender document before submitting Bid. In absence of the same the Bid will be summarily rejected.~~
5. The Bid containing overwriting and alterations in the Bid documents are liable to be rejected outright. Tenderer must attest any correction made by them. No correction on the typed script of Bid form issued by Railway Administration will be allowed. If the tenderer wishes to stipulate any condition of his own, he should state this in a separate letter along with the Bid documents. It should however, be noted that the Railway Administration reserves the right not to consider such conditions and to reject the conditional Bids without assigning any reasons.
6. **Bid Due Date**
Bids received by Railway after the specified time on the Bid Due Date shall be treated as per Railway Board's extant guidelines.
7. **Proposal Validity**
The Bid shall remain valid for acceptance by Railway for a period of 120 days from the last date of submission of Bids. In case of any need, Railway may request the tenderers to extend the period of validity of their Bids on the same terms and conditions.
8. **Key Details**

SN	Items	Description
a)	Name and Scope of Work	Work of up-gradation, maintenance and manning of waiting rooms at (Locations as per NIT) stations over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years
b)	Number of Waiting Rooms	(1) <u>New Delhi Railway Station</u> : Total six (6) units: - Four (4) at Platform Number 1 (Pharaganj side) and Two (2) units at Platform number 16 (Ajmeri Gate side). Total area approximately 1084.02 MI ² . Built in toilets facility available.
c)	Period of Contract	The original period of contract is 5 years, which would be further extendable for another period of 5 years subject to satisfactory performance and sole discretion of Railway.
d)	User Charges per person permitted to be collected by Licensee from	A. <u>For the first 5 years:</u> For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs. 10 per hour or part

SN	Items	Description
	passengers	<p>thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 5 upto per hour or part thereof can be charged.</p> <p>No charges in non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.</p> <p>Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.</p> <p>B. For the subsequent 5 years (in case extension is granted):</p> <p>For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs 20 per hour or part thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 10 upto per hour or part thereof can be charged.</p> <p>No charges for non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.</p> <p>Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.</p>
e)	Other Facilities/ services permitted inside the waiting room	<p>(A) Provision of beverages/ refreshment stall (each stall of size upto 60 ft²), six (6) stalls at New Delhi station, each of size 60 ft² which will be permitted to sell PAD items (Packed food items), light refreshments, beverages, self dispensing machine, tea & coffee etc. at market rates as approved by Railways. However, no cooking shall be permitted. Sale of Newspapers/ magazines/ books and OTC medicines will also be permitted.</p> <p>(B) Travel desk/ Value Added services (maximum one desk per waiting room of size 15 ft²) to provide services such as Booking/ Rental of Car, Hotel, Flights etc</p>
f)	Reserve Price for the first 5 year	To be offered/ quoted by Bidder
g)	Bid Document	Can be downloaded through the Northern Railway web site 'www.nr.indianrailways.gov.in'
h)	Authority for seeking clarifications and submission of completed Bid Documents	<p>Sr. Divisional Commercial Manager, Coaching, Northern Railway, Delhi Division, DRM's Office, State Entry Road New Delhi 110055.</p> <p>Tel:- 011-23743084, Fax- 011-23746077</p>

Chapter E: ELIGIBILITY CRITERIA

SN	Eligibility Criteria	Documentary proof to be submitted by the tenderer
1.	Annual turnover of the bidder for all types of works shall not be less than <u>Rupees One Crore</u> during any one of the last three consecutive financial years i.e. 2015-16, 2016-17 and 2017-18	Copy of Balance Sheets and Profit & Loss Accounts for the last three consecutive financial years duly audited from Certified audited Chartered Accountant. Certificate from Chartered Accountant.
2.	The bidder should have Positive Net Worth of minimum <u>Rs Fifty lakh</u> during each of the last three consecutive financial years	Certificate from Chartered Accountant.
3.	The Tenderer should have previous experience in executing similar nature of work during last five years (reckoning from date of tender opening) for a Central Government / State Govt. / Semi Government/ autonomous body including Municipal Corporations / PSUs etc. The work done with private firms/ individuals and Certificate from Private individuals for whom such works are executed/ being executed will not be considered Similar works means, the contract which should include any of the following activities:- Housekeeping or catering services at Railway Stations, Metro Stations, Airports, Bus Terminals of 'A' class cities, hospital (minimum 300 beds facilities), hotels (3 star & above as listed on Ministry of Tourism website), major bus terminals anywhere in India.	The contractor shall submit a copy of certificate attested by self and by notary, to this effect, which has been issued by the employer/ client. Certificates from private individuals for which such works are executed/ being executed <u>shall not be admissible.</u>
4.	The tenderer shall participate either as: i. Individual / Sole Proprietorship firm; ii. Partnership firm (detailed guidelines for partnership firm is attached as Annexure – IV) iii. Company; iv. Society v. LLP Limited Liability Partnership	i. If the tenderer is participating as "Individual / Sole Proprietorship" he shall submit notarized copy of the affidavit for the same. ii. If the Tenderer is participating as "Partnership Firm", he shall submit Partnership Deed and POA in favour of person signing the tender document. iii. If the tenderer is participated as "Company / LLP", he shall submit (1) the copies of MOA (Memorandum of Association) & AOA (Article of Association) of the company and (2) POA (Power of Attorney) duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the company. iv. If the tenderer is participated as "Society", he shall submit (1) the attested copy of the certificate of registration (2) Deed of formation (3) Power of Attorney in favour of the tender signatory.
5.	Affidavit confirming the bidder has not been blacklisted or debarred by the government or the other agencies for which it has worked as per Chapter K:	Affidavit to be attested by Notary Public.

Note:-

- (i) Please read Bid document carefully before participating in the Bid. Offer not fulfilling the eligibility criteria shall be treated as ineligible and shall be summarily rejected.
- (ii) All conditional offers shall be summarily rejected.

Chapter F: GENERAL TERMS AND CONDITIONS:

General Information

1. This Bid document is for "Work for up-gradation, maintenance and manning of waiting rooms at New Delhi Railway station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years."
2. The successful bidder at their own costs will upgrade, maintain and man the existing waiting rooms (including toilets) at New Delhi Railway station (As per NIT) over Delhi division and provide stipulated facilities, amenities and services for a period of 5 (five) years, including provision of a unit for dispensing of beverages/ light refreshments and other value added services.
3. The successful bidder (Licensee) shall take over the possession of the waiting rooms on 'as is where is' basis (including already existing furniture/ lights/ fans/ fittings/ toilets etc), upgrade its interiors/ toilets & furniture with aesthetically appealing designs/ paint/ POP etc. Licensee shall submit their plan / drawings / design of the proposed up-gradation, which will be approved by Railway. Licensee will be required to maintain the upgraded waiting rooms & attached toilets in excellent condition & operate it on round the clock basis (24x7) during the entire contract period. The bidders are well advised to inspect the proposed sites and its surrounding and fully satisfy themselves about various aspects like surroundings, drainage, water supply etc. before submitting the bids.
4. The offer from the tenderer has to be in two parts:-
 - a) The Technical Bid &
 - b) The Financial Bid
5. Contents of Technical Bid
 - a) Format of Application Chapter I:
 - b) Technical Bid: as per 'Chapter J:'
 - c) Affidavit to be submitted by Tenderer Chapter K:'
 - d) Anti-collusion certificate: as per 'Chapter L:'
 - e) Power of Attorney for signing of Bid in case of Company, Partnership firm, Co-operative Society and JV firms " As per Chapter M:"
 - f) Earnest Money amount 'As per NIT
 - g) Cost of Bid document "As per NIT"
 - h) GST format as per 'Chapter Q:
6. Contents of Financial Bid

The Financial Bid will be submitted by the Bidder that needs to be filled in the format Chapter N:
7. Number of proposals

Bidder shall submit separate bid for each station.
8. Cost of Proposal Preparation

All the cost incurred in the preparation of the proposal, in response to the Bid document, shall be on bidder's account.
9. Amendment of Bid
 - a) Railway can modify the Bid document by issuing corrigendum or addendum at any time prior to the due date of submission of the proposal.
 - b) For allowing the bidders proper and reasonable time in which the corrigendum or addendum, if any would have to be taken into consideration, the Railway, at its sole discretion, may extend the time frame of submission of the proposal.
10. Language and Currency Bid
 - a) The proposal along with all the relevant and essential documents should be written in Roman Script/ English language. If the proposal along with the essential documents is submitted in some script/ language other than Roman/ English, then it shall be mandatory to provide the Roman/English

translation of the submitted documents. For the purpose of interpretation and evaluation of the proposal, the Roman/ English translation shall prevail.

b) The currency mentioned for the Financial Bid shall be Indian Rupee (₹).

11. Cost of Bid Document:-

Cost of Bid Document is Rs. 11,800- (as per NIT). The cost of tender document includes GST @ 18%. For this purpose, you are required to fill up recipient's detail from 11.1 to 11.11 over GST form (Chapter Q:) and need to submit the same along with the Bid form. Bid Document can be downloaded through Northern Railway's website www.nr.indianrailways.gov.in, Demand Draft in favour of Sr.DFM, Northern Railway, New Delhi of required amount (as per GST) has to be submitted in lieu of cost of Bid Document, along with the Bid document duly signed on each page failing which the bid shall stand rejected.

12. Earnest Money

a) The proposal would need to be accompanied by an Earnest Money for a total amount of Rs 2.00 Lakh (As per NIT). Proposals (technical bid) not accompanied with EMD or with less EMD shall be summarily rejected. No interest charges shall be payable by the Railways on the EMD.

b) The Earnest Money shall be in the form of a Demand Draft for Rupees (as mentioned in the NIT) only drawn on any scheduled commercial bank payable at New Delhi in favour of Sr.DFM, Northern Railway, New Delhi.

c) The Earnest Money will be refunded after the submission of Performance Guarantee the successful bidder. For unsuccessful bidders, EMD will be returned.

d) Railway Administration reserves the rights to forfeit the Earnest Money deposit in the following cases:

i. If the Bidder withdraws its proposal or modifies the terms and conditions thereof in a manner not acceptable to Railway during the period of stipulated validity of offer from the date of opening of Bid.

ii. If the bidder does not submit the 'Letter of Acceptance' within 10 days of issuance of 'Offer Letter'.

iii. If the bidder does not sign the contract agreement within 30 days of issuance of 'Offer Letter'.

13. Validity of Proposal

a) The proposal to be submitted shall indicate that it would remain valid for a minimum period of 120 days from the bid opening date. Railway reserves the right to summarily reject all such proposals which do not meet the requirement as mentioned.

b) Prior to the expiry of the original Proposal Validity Period, Railway may extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting the Earnest Money. A Bidder agreeing to the request will not be allowed to modify its proposal, but would be required to extend the validity of its earnest money for the period of extension and comply with relevant clause of this document in all respects.

c) The successful Bidder shall extend the Proposal Validity Period till the date of execution of the Agreement.

14. Responsibility of the Bidder

a) The bidder shall be responsible for all the costs associated with the preparation of the proposal and their participation in the selection process. Railways will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process. The bidder shall ensure that the bid is complete in all respects and conforms to all the requirements.

b) The bidder should be familiar with the clearances required from various authorities to commence work. The bidder shall be deemed to have carried out preliminary checks with relevant authorities.

c) It would be deemed that prior to the submission to the Bid document, the Bidder has:

- i. Made a complete examination of the contents as well as the requirements of the Bid document and would be wholly responsible for the failure to comply with the requirement and conditions as stipulated in the Bid document.
- ii. Obtained relevant information from Railways.
- iii. Made a complete and careful examination of the various aspects of the Project including but not limited to:-
 - o Conditions at workplace including surroundings, availability of water, electricity, drainage etc.
 - o All other matters that might affect the Bidder's performance under the terms of this Bid document.

15. Formatting, Presentation and Signing of Proposals

- a) Bidder(s) should submit the proposals with all information as per the requirement of the Bid document and in the formats specified.
- b) The proposal should be hard bound or spiral bound by the bidders and should be neatly typed with proper page number, header-footer, illustrations and references. The proposal should be duly signed on all pages by authorized signatory of the company. Any alterations or corrections or additions made at any page of the proposal should be verified and authenticated by the initials of authorized signatory of the company.

16. Sealing and Marking of Proposals

Details as quoted in Chapter C:

17. Late Proposals

Any proposal received by Railways after the time for submission of bids will be returned to the Bidder in unopened / sealed condition, or the condition in which it is received.

18. Modification and Withdrawal of Proposals

The Earnest Money shall be forfeited if the Bidder withdraws or modifies its proposal.

19. Confidentiality of Proposal Evaluation

- a) Any information regarding the examination and evaluation of proposal, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.
- b) Railways will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence.
- c) Railways will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.

20. Clarifications in Proposal

- a) Railways if required may at its sole discretion seek clarifications from the bidder(s) during the evaluation of the proposal.
- b) All such clarifications to be sought by the Railways from the bidder(s) will be in written form or by facsimile.
- c) No change in the contents of the proposal will be permitted by way of such clarification sought from the bidder(s) by the Railways.

21. Evaluation of Bids

- a) In the first stage, the Technical Bid submitted by the bidder will be evaluated.
- b) Opening of the Financial Bid of the Bidder will be confined to those bidders who are found suitable in their technical bids.
- c) The financial bid will be opened on a later date that will be communicated to the bidders who qualify the first stage of evaluation. The financial bids will be opened in the presence of the Bidder's

nominated representatives who decide to attend the meeting and shall be required to sign and record their attendance during the opening of financial bids.

- d) In case Financial Bids of more than one bidder are equal, then allotment will be done after draw of lots in presence of such eligible bidders (s) or authorized representative (s) in presence of the tender committee members. To ensure transparency, the process of draw of lots would be video graphed.

22. Notification to successful Bidder

- a) Railways will officially intimate the Successful Bidder through 'Offer Letter'.
- b) The successful bidder will complete the commercial formalities, as prescribed, and submit the 'Letter of Acceptance' to Railways. The letter of acceptance shall be submitted within 15 days of the issue of the Offer Letter.
- c) Railways shall issue Letter of Allotment within 3 days of the receipt of Letter of Acceptance along with completion of commercial formalities by licensee or within 3 days of the actual date of submission, whichever is earlier.
- d) The Contract Agreement must be signed within 30 days of 'Offer Letter' subject to submission of valid PBG by licensee, whichever is earlier. In case the bidder does not sign the agreement within 30 days of issuance of 'Offer Letter', Railways reserves the right to cancel the offer and proceed ahead in a manner deemed fit subject to the provisions of Para 8 of Chapter C:

23. Railway's Right to Accept or Reject Proposal:

- a) Railways reserves the right to accept or reject any or all proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to the execution of Agreement, without liability or any obligation for such acceptance, rejection or annulment.
- b) Railways, reserves the right to reject any proposal if:-
- At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not respond promptly or thoroughly to requests for supplementary information required for the evaluation of the proposal.
- c) The disqualification of the Bidder will also result in the forfeiture of the Earnest Money if such disqualification or rejection occurs after the financial bids have been opened and the Bidder quoting the highest contract price gets disqualified/ rejected. In such event, Railways, reserves the right to take any such measure as may be deemed fit in its sole discretion, including the annulment of the bidding process.

24. Performance Guarantee

- a) The successful bidder shall have to submit a Performance Guarantee in form of FDR/ Performance Bank Guarantee (PBG) amounting to Rupees Twenty Lakh only (Rs 20.00 Lakh) per station within 30 (thirty) days from the date of issue of Offer Letter, failing which the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Licensee shall be debarred from participating in re-tender for the work.
- b) The validity of the FDR/ PBG should be for a period of 66 months (Contract period plus six months) to cover any eventuality. In case the contract is further extended, the validity of FDR/ PBG should be further extended to cover the extended period plus 6 months thereafter.
- c) The PBG will remain in safe custody with Railways for a period of five years or till the completion of construction whichever is later, after which either it will be returned to the bidder or can be adjusted against license fees, if requested by the bidder.
- d) The Performance Guarantee shall be released on completion of contract, on submission of a certificate issued by Station Director/ Station Superintendent of the station and by Commercial Inspector of the area certifying that the Waiting room has been handed over by Licensee to the Railways free of all debris and all fittings / Assets intact

Chapter G: SPECIAL TERMS AND CONDITIONS

1. **Eligibility criteria:** For qualifying for this work, the bidder must mandatorily fulfill the technical & financial eligibility criteria as per the Technical Bid (Chapter E ELIGIBILITY CRITERIA) and the supporting document for the same should be submitted along with Bid document duly signed on each page, failing which the bid will be decided as per the document submitted.

2. **License Fee**

In the financial bid, the bidders shall quote/ offer the license fee amount (payable to the Railway) for the entire 5 year contract period. The quoted license fee is exclusive of any tax. All taxes, including but not limited to GST, shall be paid by the successful bidder in addition to the offered license fee. In case the license period is extended beyond five (5) years there will be an escalation of 50% in quoted license fee after the expiry of the first 5 (five) year period during the entire period of extension.

3. **Payment Terms**

- a) License fee shall be remitted, in advance, on quarterly basis (3 monthly basis) to Railway. Licensee is liable to pay penalty if the due license fees has not been paid by the 10th day of the first month of each quarter.
- b) If the licensee delays the payment of license fees, a penalty @2% (Two percent) of the amount due shall be levied during the first month or part thereof. Penalty will be enhanced to @5% (Five percent) of the amount due for the second month or part thereof. After 2 months, of continued non-payment, Railways shall have the prerogative to initiate termination of the contract and/ or to realize due amount with penalty @15% (Fifteen percent) annual interest on delayed license fee payment
- c) In case of extension of License period by another 5 years, the License fees shall be enhanced by 50% of the original License fees of first five years.

4. **Indemnity Clause**

The selected Licensee/ Firm shall fully indemnify Railways in case of any decree or order is passed against Railway by any Court, Forum, or Tribunal due to death of or injury to any of the passenger/ agent or servants of the Licensee while carrying out the work under the agreement & indemnify, protect, defend and hold harmless Railways, its/ their officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liabilities, costs, expenses, settlements and judgments arising out of the failure of the successful bidder to discharge its obligations under this agreement and to comply with the provisions of applicable laws and any permit or approval that may have been obtained or may be required or arising out of or attributable to any act or omission of the successful bidder. In case any proceedings in any Court/ forum are initiated against Railways due to any omission or commission on part of the successful bidder or due to any non-compliance of any statutory laws, the successful bidder shall provide the cost of litigation and expenses incurred by Railways in defending such proceedings in addition to any other action that Railways/Northern Railway may take.

5. **Selection and Notification:-**

The selection of Licensee will be on the basis of highest bid/ license fee offered in Packet 'B'. The successful bidder will be intimated through a 'Notice of Award' and he must sign the 'Letter of Acceptance' within 10 days of issue of 'Notice of Award'. The agreement must be signed within 30 days of 'Notice of Award'. In case the bidder does not sign the agreement within 30 days of issuance of 'Notice of Award', the railway reserves the right to cancel the offer and proceed ahead in a manner deemed fit.

6. **User Charges permitted to be collected by Licensee per passenger:**

7. **For the first 5 years:**

For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs 10 per hour or part thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 5 per hour or part thereof can be charged.

No charges in non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.

· Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.

8. For the subsequent 5 years (in case extension is granted):

For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs 20 per hour or part thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 10 per hour or part thereof can be charged.

No charges for non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.

Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.

Chapter H: DETAILED SCOPE OF WORK

WORK OF UP-GRADATION, MAINTENANCE AND MANNING OF WAITING ROOMS AT NEW DELHI RAILWAY STATION (AS PER NIT) OVER DELHI DIVISION WITH MODERN FACILITIES, AMENITIES AND UNIT FOR DISPENSING OF BEVERAGES/ LIGHT REFRESHMENTS SERVICES AND ITS OPERATION ON ROUND THE CLOCK BASIS (24x7) FOR A PERIOD OF 5 (FIVE) YEARS

1. Railway's Obligations:

- a) First time provision of basic furniture (on as is where is basis) / painting/ distempering of inside of the waiting room premises and handing it over to the licensee.
- b) Provision of AC, fans and lighting and other fixtures in working condition at the time of handing over of possession, Replacement of defective ACs as and when required. However defective lights/ fans will be replaced by licensee as and when required.
- c) Major engineering repair works such a leaking roofs, replacement of flooring
- d) Provision of connections of water supply, electricity, sewerage etc
- e) Bearing the cost of electricity/ water for waiting room/ toilet area (excluding refreshment and beverages unit / help desk)

2. Licensee's Obligations:

- a) Regular payment of License Fee, as stipulated
- b) Up-gradation & refurbishment of interiors of waiting rooms, Redoing PoP as and when required, Annual application of plastic emulsion/ texture painting/ distempering etc.
- c) Provision of upgraded modern furniture including Airport type cushioned SS benches, extra LED lights & fans, optimization of sitting arrangements (reduction of seats not permitted), provision of side tables and centre tables and additional furniture/ racks for keeping of passenger's luggage as required and replacement of furniture as & when required
- d) Provision of vinyl pasting on walls in approved designs, beautification of walls . provision of maps and relevant historical information, provision of 8-10 types of reputed magazines & 5 types of English/ Hindi newspapers, providing wall paintings/ hangings.
- e) Provision of upgraded toilet facilities, round the clock maintenance of cleanliness/ hygiene to high standard/ day-to-day maintenance and minor engineering repairs/ maintenance works in the waiting rooms/ toilets/ washes rooms and urinal etc. Collection of garbage from waiting room premises on continuous basis & its disposal to main dustbin, Provision convection heaters during December and January months, provision of soap dispensers/ Soap bars, napkin dispensers, air blowers and air purifiers in toilets; etc.
- f) In toilets, replacement of floor & wall tiles, sanitary ware & fittings such as Commodes (IC & WC) & cisterns, faucets, wash basins, urinals etc and o completion of 30 months after the commencement of the contract.
- g) Provision of two (2) LED TVs of size 42" (branded) with DTH connectivity (additional advertisement will not be permitted) per waiting room
- h) Regulating entry of passengers & permitting valid ticket holders only, as per the class of ticket
- i) Uniformed Attendant (s) at entrance to regulate entry on round-the-clock basis and adequate deployment of cleaning staff 24x7.
- j) Paying electricity bill for unit for dispensing of beverages/ light refreshments /travel desk

3. Generation of revenue by the licensee

- (C) Provision of unit for dispensing of beverages/ light refreshments, six (6) stalls, each stall of size upto 60 ft²at New Delhi station which will be permitted to sell PAD items (Packed food items), light refreshments, beverages, self dispensing machine, tea & coffee etc. at market rates as approved by Railways. However, no cooking shall be permitted. Sale of Newspapers/ magazines/ books and OTC medicines will also be permitted.

a) Travel desk/ Value Added services (maximum one desk per waiting room of size 15 ft²) to provide services such as Booking/ Rental of Car, Hotel, Flights etc.

b) Collection of User Charges, as stipulated

4. Contract Period & Breach of Contract

a) The original period of contract shall be 5 years which is further extendable to another 5 years. Extension beyond the original period is subject to satisfactory performance and at the sole discretion of the Railways at the revised license fee / revised user charges as stipulated and other terms & conditions remaining the same.

b) In case(s) of breach of contract/ defaults, as defined below, the contract can be terminated prematurely after serving 1 (one) months show cause notice. Following will constitute breach of contract:

i. Non-payment of License fee within two months of due date

ii. Repeated Non-compliance of contractual obligations/ provisions pertaining to upgradation/ maintenance/ hygiene of premises

iii. Corrupt or corrosive practices

iv. Violation of conditions as stipulated in the Conditions of the Contract

v. Permitting non-passengers into waiting room repeatedly

vi. Repeated instances of Over-charging from passengers in respect of user charges/beverages/ light refreshment unit

vii. Engaging in unlawful activities

c) The agency will not restrict entry of genuine passenger in the category of Waiting Halls for which the passenger is holding a valid journey ticket of specified class.

d) Rates of items to be sold from the beverages/ light refreshment unit will be as approved by Railways

e) The licensee will fully indemnify Railways for any loss occurring to passengers, his own staff, Railways property etc during the course of operation.

5. General instructions

a) The contractor shall be liable to pay all taxes, cess etc as applicable from time to time for all services rendered by him. There will be no tax liability of Railways whatsoever on this account.

b) The proposed design, placement of furniture, tables etc., for its optimum utilization along with their proposal should be submitted to Railways prior to implementation

c) The licensee will not be permitted to undertake any form of advertisements, display of sponsored/ third party logos so as to generate additional revenue etc. However, Railway reserves the right to display advertisement both for its own or commercial use in a future date.

d) At the end of the contract period, the contractor shall hand over the premises in good working condition and return Railway's original furniture, fixtures and features handed over at the time of possession, back to Railway on as is where is basis.

e) Northern Railway (Delhi Division) reserves the right to summarily reject any or all of the offers received in response to this Expression of Interest without assigning any reason there for

Chapter I: FORMAT OF APPLICATION

(To be submitted on Bidder's letter head and signed by the Bidder's authorized signatory)

The President of India
Acting through Sr. Divisional Commercial Manager (Coaching),
Northern Railway
DRM's Office,
Delhi Division

Dear Sir,

Subject : **Bid for Work of up-gradation, maintenance, manning and regulation of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years**

1. Being duly authorized to represent and act for and on behalf of (herein the applicant), and having studied and fully understood all the information provided in the Bid document, the undersigned hereby apply as a bidder for Bid for the **Work of up-gradation, maintenance, manning and operation of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years** according to the terms & conditions given in the Bid.
2. The Technical bid along with supporting documents and earnest money of Rs.....(Rupees in words) are enclosed in Packet-A.
3. The Financial Bid is enclosed in Packet-B.
4. Delhi Division, Northern Railway and its authorized representatives are hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial aspect.
5. This application is made with full understanding that:
 - a. Delhi Division, Northern Railway reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
 - b. Delhi Division, Northern Railway shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
 - c. I/We, the undersigned declare that I/we meet all the conditions of the minimum eligibility criteria and that the information /documents provided by me/us to that effect is true and correct in every detail.
 - d. I/We hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this Bid document as required for the bid. I/We have also studied the working environment and conditions and have made our own due diligence and assessment regarding the nature and quantum of work.
 - e. I/We agree to keep our proposal valid for 120 days from the date of submission of proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to Delhi Division, Northern Railway. Should this proposal be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents and bind ourselves to complete all formalities from time to time as required after the award of Contract.
 - f. This application is made with the full understanding that the validity of bid submitted by me / us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Delhi Division, Northern Railway. I/We agree that, without prejudice to any other right or remedy, Northern Railway shall be at liberty to reject the bid and forfeit the said EMD, cancel the contract or revoke the same at any time without assigning any reason whatsoever in case of misinformation / submission of fake/ forged documents.

- g. On account of non-acceptance of award or on account of not fulfilling bid conditions within the prescribed time, the earnest money shall be forfeited and I/we shall be debarred by Delhi Division, Northern Railway for further participation in the future bids of Delhi Division, Northern Railway for a period of one year, in addition to any other action that Delhi Division, Northern Railway may deem fit.

A notice or letter of communication addressed to me/us at the given address given in the Bid, even by ordinary post, will be deemed to be valid and proper notice of intimation to me / us.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Encl:

1. Earnest money amount of Rs. 2.00 Lakhs only in the form of Demand Draft bearing No.
Drawn upon (Bank) dated

Chapter J: TECHNICAL BID: PACKET-A

The President of India
Acting through Sr. Divisional Commercial Manager/ Chg
Northern Railway DRM's office
Delhi Division

Dear Sir,

Subject- Bid for work for up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years

I/ We am/ are enclosing herewith the following documents as required under Packet- "A" for fulfillment of the Bid conditions. I / We have also read carefully the terms & conditions and guidelines / agreement (duly signed on each page by me/ us) which I/ we shall adhere.

SN	Particulars (Attach Self attested copy where ever required)	Particulars/ serial no.
1.	Name of Bidder	
2.	Complete Address of bidder with proof :-	
3.	PAN number of the Bidder	
4.	<p>The tenderer shall participate either as:</p> <p>i. Individual / Sole Proprietorship firm:</p> <p>ii. Partnership firm (detailed guidelines for partnership firm is attached as Annexure – IV)</p> <p>iii. Company:</p> <p>iv. Society</p> <p>v. LLP Limited Liability Partnership</p> <p><u>Proof to be attached</u></p> <p>i. If the tenderer is participating as "Individual / Sole Proprietorship" he shall submit notarized copy of the affidavit for the same.</p> <p>ii. If the Tenderer is participating as "Partnership Firm", he shall submit Partnership Deed and POA in favour of person signing the tender document.</p> <p>iii. If the tenderer is participating as "Company / LLP", he shall submit (1) the copies of MOA (Memorandum of Association) & AOA (Article of Association) of the company and (2) POA (Power of Attorney) duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the company.</p> <p>iv. If the tenderer is participated as "Society", he shall submit (1) the attested copy of the certificate of registration (2) Deed of formation (3) Power of Attorney</p>	

SN	Particulars (Attach Self attested copy where ever required)	Particulars/ serial no.
	in favour of the tender signatory.	
5.	<p>Details of authorized signatory who will serve as the point of contact / communication (viz. name, designation, Address, Telephone No., Fax No. & Email ID)</p> <p><u>Proof to be attached</u></p> <p>Aadhaar Card or any other proof of address issued by Govt of India</p> <p>In case of Co-operative Society, Partnership firms, Companies and Joint Ventures firms, a Power of Attorney (Chapter M:) to be submitted.</p>	
6.	Bid documents in complete as per the prescribed format, duly signed on all pages.	
7.	Earnest Money Deposit (EMD)	Rs. _____ DD No. _____ Drawn up on _____ (Bank), dated _____
8.	Bid Document Cost	Rs. _____ DD No. _____ Drawn up on _____ (Bank), dated _____
9.	<p>Annual turnover of the bidder for all types of works shall not be less than Rupees One Crore during any one of the last three consecutive financial years i.e. 2015-16, 2016-17 and 2017-18</p> <p><u>Proof to be attached</u></p> <p>Copy of Balance Sheets and Profit & Loss Accounts for the last three consecutive financial years duly audited from Certified audited Chartered Accountant</p> <p>(Enclose certificate from Chartered Accountant).</p>	
9.	<p>The bidder should have Positive Net Worth of minimum Rs Fifty lakh during each of the last three consecutive financial years.</p> <p><u>Proof to be attached</u></p> <p>(Enclose certificate from Chartered Accountant).</p>	
10.	<p>The Tenderer should have previous experience in executing similar nature of work during last five years (reckoning from date of tender opening) for a Central Government / State Govt. / Semi Government/ autonomous body including Municipal Corporations / PSUs etc. The work done with private firms/ individuals and Certificate from Private individuals for whom such works are executed/ being executed will not be considered</p> <p>Similar works means, the contract which should include any of the following activity Housekeeping or catering at Railway Stations, Metro Stations, Airports, Bus Terminals of 'A' class</p>	

SN	Particulars (Attach Self attested copy where ever required)	Particulars/ serial no.
	<p>cities, hospital (minimum 300 beds facilities), hotels (3 star & above as listed on Ministry of Tourism website), major bus terminals anywhere in India.</p> <p><u>Proof to be attached</u></p> <p>The contractor shall submit a copy of certificate attested by self and by notary, to this effect, which has been issued by the employer/ client. Certificates from private individuals for which such works are executed/ being executed <u>shall not be admissible.</u></p>	
11.	<p>Application</p> <p>(As per Chapter I:)</p>	
12.	<p>Affidavit confirming the bidder has not been blacklisted or debarred by the government or the other agencies for which it has worked (As per Chapter K:)</p>	
13.	<p>Anti-Collusion Certificate</p> <p>(As per Chapter L:)</p>	
14.	<p>GST format</p> <p>(As per Chapter Q:)</p>	

Note :-

- (i) The tenderer must submit all the required documents to Railway Administration as mentioned in on Packet-A shall scrutinize and evaluate the Bid on the basis of criteria as mentioned in Bid document.
- (ii) The tenderer must place all the documents in the above prescribed order duly serial numbered on each page.
- (iii) Partnership firms and JV shall be governed in accordance to Railway Board guidelines issued from time to time.
- (iv) The Railway Administration reserves the right to call for registration certificates in respect of Private Registered Companies from whom the tenderer has submitted experience / payment details / eligibility certificates etc.

Certificate :

1. I / We declare that all information stated in the table above is complete and absolutely correct. Above information have been furnished by us after having satisfied ourselves with the relevant documents.
2. I/ We understand that failure to supply the documents required with technical bid as mentioned above could be a ground for rejection.

Signature of Tenderer / Authorized signatory

Name and designation of Authorized signatory:

Company seal along with Registration No. :

Chapter K: FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER

(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)

I, _____ (Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Bid documents for the work of _____. As per the Bid No. _____ of Northern Railway, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. That I/We am/are competent to swear this affidavit on behalf of company/firm etc namely M/s _____
3. That M/s _____ has never been debarred or blacklisted by railway administration or Govt. of India or any private/public organization.
4. That our firm M/s. _____ or any of its Official has ever been convicted in Civil or Criminal offence under state or statutory laws.
5. I/We the tenderer (s) also accept all the conditions of the Bid and have signed all the pages in confirmation thereof.
6. I/We hereby declare that I/We have downloaded the Bid document from Northern Railway website www.northernrailway.gov.in and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the Bid document. In case of any discrepancy noticed at any stage i.e. evaluation of Bids, execution of work or final payment of the contract, the master copy available with the Railway Administration shall be final and binding upon me/us.
7. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
9. I/We declare that the information and documents submitted along with the Bid by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
10. I/We understand that if the certificates regarding eligibility criteria submitted by us are forged/false or incorrect at any time during process for evaluation of Bids, it shall lead to forfeiture of the Bid EMD besides suspending of business for one year. Further, I/we [*insert name of the tenderer*]** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
11. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Dated:

Place:

**The contents in italics are only for guidance purpose.

Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/ Notary Public.

A power of attorney, should be executed before, and authenticated by, a Notary Public, or any court Judge/ Magistrate.

Chapter L: FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Dated this day of 2018.

Name of the Bidder

.....

Signature of the Authorized person

.....

Name of the authorized Person

Chapter M: POWER OF ATTORNEY FOR SIGNING OF TENDER

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name), _____ son/daughter/wife of _____ and presently residing at _____ who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for the award of the contract for "For up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years" for which proposals are invited by Railway including but not limited to signing and submission of all Tenders, tenders and other documents and writings, participate in tenderers and other conferences and providing information/ responses to Railway, representing us in all matters before Railway, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with Railway in all matters in connection with or relating to or arising out of our Tender for the award of contract to us and/or till the entering into of the Agreement with Railway.

AND I/ we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF I / WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ MONTH OF _____ 20____, in presence of following witness:-

For _____ (Signature, name, designation, address, Aadhaar Card No. and stamp size photo of the Executant/s)

Executed and signed before me on this _____ day of _____ 20_____

Witnesses (Name & Address)

(Signature to be verified by Employer/Banker/Notary)

1.

(Notarized)

Name of Notary Public:-

Registration No.:-

Place:-

2.

Accepted

..... (Signature)

(Name, Title, Address & Photo of the Attorney)

Note

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the tenderer.

Chapter N: FINANCIAL BID- PACKET B

(To be kept in a separate sealed envelope)

The President of India
Acting through the Sr. Divisional Commercial Manager/ Coaching,
Northern Railway DRM's Office,
Delhi Division

Dear Sir,

Subject: Sealed Financial Bid for work for up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years.

1. I/We have perused the terms and conditions governing the sealed Bids for work for up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years and hereby agree to abide the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening of tender and in default thereof I/We will be liable for forfeiture of my/our earnest money.
2. I/We furnish my/ our offer amount as follows:

Offer towards license fee for up-gradation, maintenance, manning and operation of waiting rooms at New Delhi Railway Station over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years.

In case of difference in figure and words, the amount mentioned in words will prevail

Financial offer(License Fee) should be quoted for the entire five years period

Amount in figures (Rupees)	Amount in words(Rupees)

3. I/We hereby agree to pay the above mentioned license fee during the tenure of the contract with escalation of 25% after the expiry of the first 5 (five) year period. In case of any failure, Railway Administration reserves the right for forfeiture of my/our earnest money and Performance Guarantee.
4. *I/ We agree that in case Financial Bids of more than one bidder are equal, then allotment will be done after draw of lots in presence of such eligible bidders (s) or authorized representative (s).*
5. I/We have duly signed on each page of the bid document.
6. I/we understand that Northern Railway reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
7. In case of any discrepancy in the amount mentioned in figures & words, the amount mentioned in words shall prevail.

Signature of Bidder/ Authorized Signatory

Name & Designation

Company's Seal.

Date and Place:

Chapter O: DRAFT AGREEMENT

License agreement for work of up-gradation, maintenance, manning and regulation of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years

This License Agreement (the "Agreement"), is executed at _____ on this _____ day of _____ 20____.
 BETWEEN

The President of India, acting through the Sr. Divisional Commercial Manager/ Coaching _____ division of _____ Railway, (hereinafter referred to as "Railway Administration" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean & include its successors and assignees) as party of the First Part;

AND

_____ (hereinafter referred to as "Licensee" which expression shall be deemed to include his heirs, legal representatives and assignees of the other Part;

Whereas the licensee has entered into contract with the Railway Administration of Work of up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station (As per NIT) over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years and whereas the administration has agreed for the same on following terms and conditions.

NOW THIS AGREEMENT WITNESSETH

Sl#	Clause
1)	The Administration agrees to grant permission to M/s _____ for Work of up-gradation, maintenance manning & operation of waiting rooms at New Delhi Railway Station station over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years.
2)	<p>Validity of contract and License fee payable</p> <p>2. The License agreement for work of up-gradation, maintenance and manning of waiting rooms at New Delhi Railway Station over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments for a period of 5 (five) years will commence with effect from _____ (date/ month/ year) and it will remain valid up to _____ (date/month/year).</p> <p>3. The Licensee shall pay and License fee of Rs. _____ for a period of five (5) years. The payment of license fee will be, in advance, on quarterly basis to Railways within ten days of the first month when payment is due. Payment of License fee should be in form of Demand draft/ Banker's Cheque in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi.</p> <p>4. If the licensee delays the payment of license fees, a penalty @ 2% (Two percent) of the amount due shall be levied during the first month or part thereof. Penalty will be enhanced to @5% (Five percent) of the amount due for the second month or part thereof. After 2 months, of continued non-payment, Railways shall have the prerogative to initiate termination of the contract and/ or to realize due amount with penalty @15% (Fifteen percent) annual interest on delayed license fee payment.</p> <p>5. The license fee is exclusive of any tax. All taxes, including but not limited to GST, shall be paid by the licensee in addition to the offered bid price. The contractor shall be liable to pay all taxes, cess etc as applicable from time to time for all services rendered by him. There will be no tax liability of Railways whatsoever on this account.</p>
3)	<p>The contract period renewed further five (5) years. There will be an escalation of 50% in license fee after the expiry of the first 5 (five) year period during the entire period of extension.</p> <p>Extension beyond the original period is subject to satisfactory performance and at the sole discretion of the Railways. In case of breach of contract, contract can also be terminated prematurely anytime after one year of operation after serving 30 days notice. Following will constitute breach of contract:</p> <ul style="list-style-type: none"> i. Non-payment of dues within the stipulated time period ii. Non compliance of Service conditions and contractual obligation iii. Corrupt or corrosive practices iv. Violation of conditions as stipulated in the General Conditions of the Contract

SN	Clause
4)	<p>Performance Guarantee</p> <p>a. The Licensee has deposited FDR/ PBG for <u>Rs Twenty Lakh only (Rs 20.00 lakh)</u> vide No. _____ dated _____ drawn at _____ Bank as 'Performance Guarantee' in favour of Sr. Divisional Finance Manager, Northern Railway, New Delhi as valid upto the contractual period + six months i.e. _____</p> <p>b. The Licensee shall have to submit a Performance Guarantee within 30 (thirty) days from the date of issue of Offer Letter, failing which the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Licensee shall be debarred from participating in re-tender for the work.</p> <p>c. The validity of the FDR/ PBG should be for a period of 66 months (Contract period plus six months) to cover any eventuality. In case the contract is further extended, the validity of FDR/ PBG should be further extended to cover the extended period plus 6 months thereafter.</p> <p>d. No interest will be paid on the Performance Guarantee.</p> <p>e. The PBG will remain in safe custody with Railways for a period of five years. After successful expiry of the contract period, it is usually refunded after deduction/ settlement of the outstanding dues against the licensee, if any, transfer of the Infrastructure and equipment in waiting rooms and peaceful vacation/ surrender of the licensed premises provided for waiting room. In case of performance failure or non-payment of Railway's due for whatsoever reason, the Railway Administration shall have the right to en-cash the same during the period of validity of FDR/ PBG</p> <p>f. The Performance Guarantee shall be released on completion of contract, on submission of a certificate issued by Station Director/ Station Superintendent of the station and by Commercial Inspector of the area certifying that the Waiting room has been handed over by Licensee to the Railways free of all debris and all fittings / Assets intact</p> <p>g. Forfeiture: In the event of failure of payment of license fee, or any of the charges payable to the Railway administration, the Railway administration will be at liberty to forfeit Performance Guarantee and discontinue the contract forthwith without prejudice to any rights of the Railway Administration and to cancel the allotment and also blacklist the agent/ agency with forfeiture of the Performance Guarantee.</p>
5)	<p>Scope of Work</p> <p>i. Main objectives:</p> <p>Appointment of a bidder for up-gradation, maintenance, manning and regulation of waiting rooms at New Delhi Railway Station stations over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments mode for a period of 5 (five) years, as per laid down guidelines and policy directives issued by Railway and compliance of all other statutory regulations</p> <p>ii. The bidder once selected shall become "licensee" and shall be liable to pay license fee, Performance Guarantee and applicable taxes, etc. as per terms and conditions determined by the Railway.</p>
6)	<p>Explanation of scope of Work:</p> <p>The licensee shall up-grade, maintain, man and regulate waiting rooms at New Delhi Railway Station over Delhi division with modern facilities, amenities and unit for dispensing of beverages/ light refreshments round the clock, in the location permitted by the Railway administration at his own cost. The licensee shall restrict himself to the area provided for waiting room services only and should not encroach or erect any structure outside the waiting room.</p>
7)	<p>Equipment and Man Power: The licensee shall be responsible to renovate the area provided, make adequate arrangements in terms of provision of equipments, stationery and manpower, payment of wages/ salaries to the workforce at his own cost.</p>
8)	<p>Licensees Obligations</p> <p>a) Up-gradation & refurbishment of interiors of waiting rooms (Upper Class, Sleeper Class, Ladies and Divyangans). Redoing PoP, distemping/ painting of interiors as and when required.</p> <p>b) Provision of upgraded modern furniture, including Airport type cushioned SS benches, extra LED lights, optimization (reduction of seats not permitted) of sitting arrangements, provision of side and centre tables and additional furniture/ racks for storing of luggage as required.</p> <p>c) Provision of vinyl pasting on walls in approved designs, beautification of walls, provision of maps and relevant historical information, provision of 8-10 types of reputed magazines & 5 types of English/ Hindi newspapers, wall paintings/ hangings.</p> <p>d) Provision of upgraded toilet facilities, round the clock maintenance of cleanliness/ hygiene to high standard/ day-to-day maintenance and minor engineering works in the waiting rooms/ toilets/ wash rooms</p>

SN	Clause
	<p>and urinal etc. Disposal of garbage from waiting room premises on continuous basis. Provision convection heaters during December and January and provision of soap, napkin dispensers and air purifiers in toilets, beverages dispenser in halls, etc.</p> <p>e) Provision of two (2) LED TV of size 42" (branded) with DTH connectivity (additional advertisement will not be permitted) per waiting room</p> <p>f) Regulating entry of passengers holding valid tickets only</p> <p>g) Uniformed Attendant (s) to regulate entry on round-the-clock basis and adequate deployment of cleaning staff..</p>
9)	<p>Railway's Obligations</p> <p>a) First time provision of basic furniture / painting/ distempering/ PoP of inside of the waiting room premises and handing it over to the licensee.</p> <p>b) Provision of AC, fans and lighting and other fixture in working condition at the time of handing over and replacement of defective ACs as and when required. However defective lights/ fans will be replaced by licensee as and when required.</p> <p>c) Major engineering repairs and maintenance work such a leaking roofs, flooring, provision of connections of water supply, electricity sewerage etc</p>
10)	<p>License Fees</p> <p>A. For the first 5 years:</p> <p>For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs 10 per hour or part thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 5 per hour or part thereof can be charged.</p> <p>No charges in non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.</p> <p>Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.</p> <p>B. For the subsequent 5 years (in case extension is granted):</p> <p>For AC Waiting Rooms (for passengers holding ticket of 1AC/ 2AC & 3AC class): For Adult passenger, an amount of Rs 20 per hour or part thereof shall be charged. For children (from 5 years and upto the age of 12 years) an amount of Rs 10 per hour or part thereof can be charged.</p> <p>No charges for non-AC Waiting Rooms (for passengers holding ticket of SL/ Second class) and children below 5 years.</p> <p>Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to other passenger thereafter in AC Waiting Rooms.</p>
11)	<p>Facilities to be provided inside the Waiting Room</p> <p>i. Unit for dispensing of beverages/ light refreshments of size ____ feet X _____ feet, six stalls of each of size 60 mts² at New Delhi which will be permitted to sell (Packed food items) PAD items, light refreshments, beverages, tea & coffee through self dispensing machine at market rates as approved by Railways.. <u>However, no cooking will be permitted.</u> Rates of items to be sold from the Beverages/ light refreshment unit will be based on MRP and will be as approved by Railways.</p> <p>ii. Sale of Newspapers/ magazines/ and OTC medicines will also be permitted.</p> <p>iii. Travel desk/ Value Added services of size ____ feet X _____ feet (maximum one desk per waiting room approx size 15 ft²) such as Booking/ Rental of Car, Hotel, Flights etc.</p>
12)	<p>The Licensee shall ensure provision for systematic stacking of the passenger's luggage.</p>
13)	<p>The licensee should install CCTV at his own cost for surveillance of passengers/ bags and luggage for safe custody and to curb the menace of theft.</p>

SN	Clause
14)	The licensee should possess hand held metal detector at his own cost and check each passenger/ luggage to ensure no entry of any restricted item in the cloakroom.
15)	At all times during the Tenure, Licensee shall keep the waiting room and toilets clean on round the clock basis to maintain a high standard of cleanliness.
16)	Regular inspections will be conducted by the Railway officials to ensure that high quality of service is provided to the passengers.
17)	The successful tenderer should keep all the relevant records such as allotment letter, all payment details paid to the Railways, in the waiting room in proper file. These documents should be made available for any inspecting official at any time.
18)	The Licensee has to install computerized receipt system/ hand held devices for keeping records of the passenger and their travel authority/ particulars for using the waiting rooms. In case of failure of computer system, manual receipts should be issued to the passengers at the cost of Licensee
19)	POS Machines, UPI apps should be installed to promote cashless transactions..
20)	The Licensee will use the allotted space exclusively for waiting room services only and shall restrict them to the scope of work defined. Any other work/ services shall be treated as violation of the agreement. In such a case Railway Administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Licensee from participating in similar kind of contracts on Indian Railway for next one year and render him liable to forfeiture of his Performance Guarantee.
21)	The Licensee will <u>not</u> engage in or permit any advertisement/ publicity/ sponsorship of any brand or product, directly or indirectly at the allotted waiting room premises. Any violation in this regard will invite punitive measures as deemed fit by the Railway administration.
22)	Appointment and payment of Staff: The licensee shall employ sufficient number of staff for operation, maintenance, smooth working, cleaning and housekeeping of the waiting rooms. Deployed person's antecedents have to be investigated/ certified by the police authorities. The expenses for such verification are to be borne by the licensee. Licensee shall ensure that the staff engaged are well groomed, wear proper uniforms (as approved by Railway Administration) badges, carry photo identity cards and display them at all times. Further the staff should be courteous and attend to the needs of the passengers promptly. It shall be the licensee alone who shall be responsible for the payment of salaries, bonus, gratuity, overtime, leave wages, provision of uniform, annual leaves, etc. to the staff
23)	Fire Extinguisher: The licensee shall ensure availability of portable fire extinguishers at his own cost (subject to a minimum of two per waiting room) and the staff engaged should have knowledge of operation of the equipment and the validity of the extinguishers shall be obtained from time-to-time.
24)	Staff Permitted: Sufficient number of staff as per requirement for the smooth working of waiting room services, cleaning and housekeeping will be permitted in each shift of eight (8) hours at each waiting room.
25)	The licensee shall comply with the provisions of all labour legislations including the requirements of: <ul style="list-style-type: none"> i. Payment of Wages Act. ii. Employee's Compensation Act. iii. Shops and Establishment Act. iv. PF and ESI Acts. v. Child Labour (Prohibition and Regulation) Act 1986. vi. Contract labour (R&A) Act 1971. vii. Minimum Wages Act 1948. <p>The Railway will not accept any responsibility for the loss/damage/injury (including death) caused to the licensee or to the personnel engaged by him in the process of rendering services under this license and no claim/compensation will be entertained by Railway in this regard.</p>
26)	Execution of the Agreement: An agreement shall be executed / entered only with the licensee on a non-judicial stamp paper of Rs.100/- pertaining to the State where the contract agreement is executed and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the licensee.
27)	Indemnity by Licensee: The licensee shall at all times indemnify and save the Railway from and against all actions, suits, proceedings, losses, other causes, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any Act or omission of the licensee, his employees while rendering services under the license.

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28)	Jurisdiction of Courts: The agreement shall be subject to the exclusive jurisdiction of the local / Civil Court at Delhi States where the agreement is executed.												
29)	<p>Penal charges for delays and Penalties for contractual violations & defaults:</p> <p>i. If the licensee fails to pay the License fee and other charges due to the Railway Administration within the stipulated time, Railway administration reserves the right to impose penal interest @2% (Two percent) of the amount due shall be levied during the first month or part thereof. Penalty will be enhanced to @5% (Five percent) of the amount due for the second month or part thereof. After 2 months, of continued non-payment, Railways shall have the prerogative to initiate termination of the contract and/ or to realize due amount with penalty @15% (Fifteen percent) annual interest on delayed license fee payment</p> <p>ii. The Railway Administration will be at liberty to impose penalties for contractual violations like excess charging from passenger, detection of unauthorized people inside waiting room, overcharging, non-display of rate list, attendants not present or not wearing of uniform, detecting of attendant/ contractor's representative in intoxicated state/ smoking/misbehavior with passengers/indulgence in criminal offence or other deviation to the agreement clause, poor quality of food, poor hygiene of beverages/ light refreshment unit, poor maintenance/ cleanliness of toilets, poor cleanliness standards in waiting area, misuse of premises etc.. The scale of penalties to be imposed by divisional offices for such offences shall be as under:</p> <table border="0"> <tr> <td>a)</td> <td>Asst.Scale</td> <td>upto Rs.2,000 per occasion.</td> </tr> <tr> <td>b)</td> <td>Sr.Scale</td> <td>upto s.4,000 per occasion.</td> </tr> <tr> <td>c)</td> <td>JAG/ Selection Grade</td> <td>upto Rs.6,000 per occasion</td> </tr> <tr> <td>d)</td> <td>ADRM/DRM</td> <td>upto Rs.20,000 per occasion</td> </tr> </table> <p>iii. Repeated occurrences of complaints and defaults leading to imposition of total penalties exceeding Rs 5.00 lakh per annum will be treated as poor performance, which may lead to termination of License agreement along with blacklisting the licensee and forfeiture of the Performance Guarantee duly following the prescribed procedures.</p>	a)	Asst.Scale	upto Rs.2,000 per occasion.	b)	Sr.Scale	upto s.4,000 per occasion.	c)	JAG/ Selection Grade	upto Rs.6,000 per occasion	d)	ADRM/DRM	upto Rs.20,000 per occasion
a)	Asst.Scale	upto Rs.2,000 per occasion.											
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c)	JAG/ Selection Grade	upto Rs.6,000 per occasion											
d)	ADRM/DRM	upto Rs.20,000 per occasion											
30)	<p>Electricity connection:</p> <p>i. The electricity for waiting room & toilets will be provided by Railways on free of cost basis being part of passenger amenity item.</p> <p>ii. The licensee shall however bear the cost of electric connection for operating the beverages/ light refreshment unit and the travel desk for which he shall apply to the office of the Senior Divisional Electrical Engineer (G) in the prescribed Proforma for the subject contract and on payment of requisite fees. Sub meter shall be provided for this purpose.</p>												
31)	<p>Water connection</p> <p>The water connection inside the toilets/ washing rooms etc inside the waiting room and beverages/ light refreshment unit stall will be provided by Railways on free of cost basis.</p>												
32)	<p>Right of User only: The licensee will only provide the waiting room services and will have the right of user only on lease and license basis. The staff engaged by the licensee in discharge of the obligations under this license, including rendering services of public, are not entitled for any employment by or within the Railway. While issuing photo identity cards by the licensee this should be specifically mentioned therein that the person in whose favour such card is issued is engaged by the licensee and he is not a Railway employee.</p>												
33)	<p>Right to make substitute arrangement in the event of unsatisfactory services etc. by the licensee: In the event of unsatisfactory/ poor service, persistent complaints from passengers, any failure or default at any time on the part of the licensee to carry out the terms and conditions of the agreement to the satisfaction of the Railway (who will be sole judge and whose decision shall be final) then without prejudice to any other remedy that may be available to the Railway under this contract or otherwise, the Railway reserves the Right to make any substitute arrangement in any manner, it may deem fit, at the cost and risk of the licensee.</p>												
34)	<p>Termination of the contract:</p> <p>i. <u>Termination of the contract by Railway on Administrative Ground.</u></p> <p>Railway Administration reserves the rights to terminate the License by giving one month advance notice on administrative ground and the license agreement will stand terminated without financial repercussion on either side. The Performance Guarantee will be returned/ refunded after adjusting outstanding dues, if any. The licensee shall not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.</p>												

SN	Clause
	<p>ii. <u>Termination of the contract due to Licensee default.</u></p> <p>The Railway Administration shall have the right to terminate the contract at any stage after giving a show cause notice, in case Railway Administration is satisfied or has reasonable ground to believe that the Licensee has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered or falsified documents, etc.</p> <p>iii. The Railway Administration may terminate the contract after giving 30 days notice, in case of grievous/ serious complaints against the Licensee, his agents or workers or his authorized persons are found in malpractices, illegal activities, touting, theft etc. or in any way involved in affecting the interests of the Railway Administration.</p> <p>iv. The Railway Administration shall have the right to terminate the contract with or without giving 30 days notice if the Railway Administration is not satisfied with the performance of the Licensee due to repetitive invocation of the penal clauses & notices served. Contract can also be terminated if the Licensee abandons the contract.</p> <p>v. Such notices shall be served by registered post/speed post or by hand at the Licensee's address or work place.</p> <p>vi. In case of termination of the contract under punitive measures, the Performance Guarantee will be forfeited.</p>
35)	<p>Prohibition of sub-letting: The licensee shall not sub-let, transfer or assign this agreement or any part thereof to any person, failing which the contract is liable to be terminated without any notice to the Licensee and Performance Guarantee shall be forfeited in such eventuality.</p>
36)	<p>Suggestion/ Complaint Book: The licensee shall keep a suggestion/ complaint book at a conspicuous place where the passengers can register their suggestions/ complaints without any difficulty. This book shall be serially numbered and pre-authenticated by the Railway.</p>
37)	<p>Maintenance of proper records: The licensee shall maintain proper and full records namely viz. vouchers, bills, tax paid etc. pertaining to the contract and make it available for inspection by the Railway officials. Railway shall have the right to inspect audit records of the licensee. The licensee shall submit to the Railway administration a computerized statement of accounts of income and expenditure at the end of every year of the contract period, however administration can ask the periodical statement as deemed fit during the currency of the contract.</p>
38)	<p>Compliance of Instructions: The licensee shall comply with all the instructions issued by the Railway from time to time as may be necessary to ensure better services. The licensee shall furnish all information, record etc. within 15 days or as may be required by the Railway from time to time, failing which the Railway reserves the right to impose suitable penalties on the licensee including the termination of the agreement.</p>
39)	<p>Identity cards/ Labour platform permits:</p> <p>i. Divisional office will issue laminated Photo Identity Cards to the licensee which shall be duly signed by the ACM and shall be valid for 1 (One) calendar year only. On expiry the same will be reissued annually.</p> <p>ii. The licensee in turn will issue Laminated Photo Identity cards to each of his staff duly signed by the licensee himself. The staff's photo identity card will contain the staff's full details inter-alia name of staff, gender, age, residential address, validity. The validity of such laminated photo identity cards will be per calendar year. New laminated photo identity cards will be issued by the licensee for 1 calendar year and will be renewed every year.</p> <p>iii. The laminated photo identity cards, issued by the licensee in favour of his/ her staff, will be counter-signed by Station Director/Station Manager/Station Superintendent/Station Master.</p>
40)	<p>Tax and other charges:</p> <p>i. The Licensee shall from time to time pay all taxes, charges, statutory dues, and assessments of every description which are not or may at any time hereafter during the continuance of the agreement be assessed, charged or imposed upon the licensed assets, and/ or construction maintenance and operation of the licensed premises.</p> <p>ii. The stamp duty, registration charges and other costs and expenses if any shall be borne by the Licensee.</p> <p>iii. The licensee is required to pay any other charges like cess etc., on demand by the administration, as well as any other taxes due to any other authority which are incidental to this licence for the period of his license.</p>
41)	<p>Force Majeure: In the event of any unforeseen event directly interfering with the operation of the license arising during the currency of the license, such as war, insurrection, restraint imposed by the Government, Act of Legislature or other authority, explosions, accident, strike, riot, lock out, arson, Act of Public Enemy, Act of God, sabotage etc. the licensee shall within a week from the commencement thereof, notify the same in writing to the</p>

SN	Clause
	Railway with reasonable evidence thereof. In such event of force majeure, the conditions of the license will not be enforced by either party. Further if, mutually agreed by both the parties, the tenure of the license may be further extended for the specific period during which license was not operational.
42)	<p>Dispute Resolution:</p> <p>i. Abiding other rules and regulation and alteration in agreement</p> <ol style="list-style-type: none"> a. If any information/declaration made by the Licensee is found false at any stage before or after award of contract or deliberately defraud with Railways, Performance Guarantee / EMD will be forfeited. b. The Licensee shall abide rules and regulation of the Railways and in case of any irregularities; he shall be liable to pay the fine as imposed by the Railway Administration. c. Amendments and any alteration in the agreement can be made with mutual consent of both the parties. <p>ii. In case any penalty is imposed upon the licensee during the currency of contract by Railway Administration over Indian Railway, then Licensee is required to get it acknowledged with this office/ Division within 20 days of imposition of penalty, failing which, action will be initiated as per extant rules and provisions of agreement.</p>
43)	<p>Arbitration</p> <p>a) Demand for Arbitration</p> <ol style="list-style-type: none"> i) Any Dispute, difference or controversy of whatever nature howsoever arising or out of or in relation to this agreement (including its interpretation) between Railway Administration and the Licensee/Contractor and so notified in writing by either Party to the other party (the "Dispute") shall in the first instance, be attempted to be resolved. ii) Any Dispute, difference or controversy which is not resolved amicably within 30 days then any claim(s) on disputed matters shall be demanded in writing that the dispute or difference be referred to arbitration. Such arbitration shall be governed and held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. iii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise if any. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference. <p>b) Appointment of Arbitrator:-</p> <ol style="list-style-type: none"> i) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act-2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure-I of the agreement. ii) Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act, 1996 has been waived off:- iii) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rs. One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway nominated by the General Manager. The Gazetted officer so appointed, however, will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway Administration. iv) In cases of claims of more than Rs. One crore, the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers or 2 Railway Gazetted officers and a retired Gazetted Railway Officer, as the arbitrators. The Gazetted officer(s) so appointed, however will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. For this purpose the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Railway Administration. Contractor will be asked to suggest at least 2 names out of the panel for appointment as contractor's nominee

SN	Clause
	<p>within 30 days from the date of dispatch of the request by Railway. The General Manger shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.</p> <p>v) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act, 1996 has not been waived off:-</p> <p>vi) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rs. One Crore only), The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a retired Gazetted Officer of Railway nominated by the General Manager. The retired Gazetted officer so appointed however will not be one of those who had an opportunity to deal with the matter to which contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway Administration.</p> <p>vii) In cases of claims of more than Rs. One crore, the Arbitral Tribunal shall consist of a Panel of three retired Gazetted Railway Officers. The retired Gazetted officer so appointed however will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the aspects of the matter under such dispute. For this purpose, the Railway will send a panel of at least four (4) names of retired Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Railway Administration. Contactor will be asked to suggest at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manger shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of a appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.</p>
	<p>c) Cost of Arbitration</p> <p>The cost of Arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the Arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure-II of the agreement after referring these disputes to arbitration. Further, the fee payable to the Arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the facts whether the Arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise in the matter.</p> <p>d) Place of Arbitration</p> <p>The Venue of such Arbitration shall be at the place where the agreement has been signed and executed or as decided by the Arbitrator and the language of the Arbitration proceeding shall be English or as decided by the Arbitrator.</p> <p>e) Obligation During Pendency of Arbitration</p> <p>i) Work under the contract shall, unless otherwise directed by the Railway, continue during the arbitration proceedings and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.</p> <p>ii) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.</p> <p>f) Others</p> <p>In the event of arbitrator (s) dying, neglecting or refusing to act for any reasons or his award being set aside by the Court for any reason, it shall be lawful for Appointing Authority General Manager to appoint another Arbitrator in place of the outgoing Arbitrator.</p> <p>g) The Arbitration Award shall be executed on stamp paper in accordance with the applicable Stamps Duty</p>

SN	Clause				
Act.	Annexure-I				
<p>Agreement towards Waiver under Section 12 (5) of Arbitration and Conciliation Act, 1996.</p> <p>I/ we..... Name of agency/ contractor) with reference to agreement no raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:</p> <p>Brief of claim:</p> <p>(i) Claim 1 – Detailed at Annexure –</p> <p>(ii) Claim 2 –</p> <p>(iii) Claim 3 –</p> <p>I/ we..... (post of) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:</p> <p>I/we.....do/ do not agree to waive off applicability of section 12 (5) of Arbitration and Conciliation Act.1996.</p> <p>Signature of Claimant _____ Signature of Respondent _____</p> <p>Witness By</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">1. Name :-</td> <td style="width: 50%; padding: 5px;">1. Name :-</td> </tr> <tr> <td style="padding: 5px;">2. Address</td> <td style="padding: 5px;">2. Address</td> </tr> </table>		1. Name :-	1. Name :-	2. Address	2. Address
1. Name :-	1. Name :-				
2. Address	2. Address				
Annexure-II					
<p>Agreement under Section 31 A (5)</p> <p>I/we..... (name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31 A (2) to 31 A (4) of the Arbitration and Conciliation Act, 1996. We further agree that the cost of arbitration will be shared by the parties as per Clause 47.3 of this agreement.</p> <p>Signature of Claimant _____ Signature of Respondent _____</p> <p>*Strike out whichever not applicable.</p> <p>Witness By</p>					
Annexure-III					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">1. Name :-</td> <td style="width: 50%; padding: 5px;">1. Name :-</td> </tr> <tr> <td style="padding: 5px;">2. Address</td> <td style="padding: 5px;">2. Address</td> </tr> </table> <p>Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railway General Conditions of Contract</p> <p>1. Name :</p> <p>2. Contact Details :</p> <p>3. Prior Experience (Including Experience with Arbitrations):</p> <p>4. I do not have more than five on-going Arbitration cases with me :</p> <p>5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act-1996'.</p> <p>6. I have no any past or present relationship to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under :</p>		1. Name :-	1. Name :-	2. Address	2. Address
1. Name :-	1. Name :-				
2. Address	2. Address				

SN	Clause
	<p>7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.</p> <p>Or</p> <p>I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under :</p> <p>8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.</p> <p>Or</p> <p>There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances as under:</p>
44)	The High Court at Delhi and the courts at Delhi shall have jurisdiction to try all disputes arising out of this agreement.

In witness whereby the parties have hereunder subscribed their names at the places and on the dates hereinafter mentioned respectively. \ Signature

Name & Designation,
Name of firm/Licensee,
Full address _____

Signature

Name & Designation (DRM/CTM/Sr.DCM)

Division: _____ Railway _____

For and on behalf of the President of India

by _____ Railway, _____ on this day of _____

(Name of place), on this day of _____ in presence of:

Witnesses

1.

2.

Witnesses

1.

2.

by M/s _____

Licensee at _____ on this day of _____ presence of:

Witnesses

1.

2.

Chapter P: DETAIL OF WAITING ROOM ETC

Waiting Room at New Delhi:

Station/ SN	Location	Type of Waiting Halls	Approximate Dimensions (In Mts)		Area (Sqm)	Beverages/ light refreshment Units (Each of size 60 ft ²)	
			Length	Breadth			
New Delhi	1	PF-1 Paharganj side	Upper Class (AC)	15.6	14.54	226.82	1
	2		Upper Class (AC)	21.10	12.00	253.20	1
	3		Ladies (General Non-AC)	10.35	6.50	67.28	1
	4		Sleeper Class (Non-AC)	24.50	14.60	211.70	1
	5	PF-16 Ajmeri Gate Side	Ladies (General Non-AC)	15.25	6.25	95.31	1
	6		Upper Class (AC)	24.70	9.30	229.71	1
					1024.02	6	

Beverages/ light refreshment Units/ Travel Desk will be permitted only inside the waiting rooms.

The bidders are advised to inspect the proposed sites and its surrounding and fully satisfy themselves about various aspects like locations, dimensions, toilets, seating arrangements, surroundings, drainage, water supply etc. before submitting the bids

Chapter Q: FORM FOR ENTRY FOR GST MANUAL TRANSACTIONS OF RECEIPTS
(Required in respect of GST levying on Tender cost – Tenderer to fill only column no.11.1 to 11.11)

Part A. To be filled by Representative of Vendor / Contractor (Recipient)		
1. Transaction Type : Advance / Collection	2. Transaction Mode : Goods / Services	
3. Old Invoice No: -	4. Transaction made at : Station :	
5. Station / Cash Office Name:	6. Railway Department : Commercial	
7. Zone: NR	8. Division: Delhi	9. State : Delhi
10. Goods and Services Transaction Description :		
11. RECIPIENT's DETAILS		
11.1 Name :		
11.2 Registered with GSTIN (Y/N)	11.3 GSTIN :	
11.4: Is Tax payable on Reverse Charge Basis (Y/N)- NO	11.5 State of Registration	
11.6 Registered Address		
11.7 E-Mail ID	11.8 Phone:	
11.9 Address of Place of Supply		
11.10 Address of Place of Delivery		
11.11 Name & Signature of Representative / Tenderer:		
Part B. To be filled by Railway Official (Supplier)		
1. Invoice No.	2. Invoice Issue Date	
3. MR / PW No. / DD No. :	4. Station / Cash Office Code	
5. GSTIN (State-Rly)	6. State Code of the Supplier	
7. Accounts Allocation Code :	8. Department Code	
9. Transaction Category (select applicable) :- Regular / Exempted / Non-GST		
10. Railway's GSTIN Registered Address :		
11. State of Place of Supply		
12. Code Type :	13. SA / HSN Code	
14. Applicable Taxes : Inter State / Intra State		
14.1 Total Value of Supply:	14.2 Total Taxable Value:	
14.3 IGST Rate	14.4 IGST Amount	
14.5 CGST Rate	14.6 CGST Amount	
14.7 SGST / UGST Rate :	14.8 SGST / UGST Amount	