



Office of the Principal Chief Commercial Manager  
South Central Railway, Ministry of Railways, Government of India, Rail Nilayam,  
Secunderabad-500 025 (Telangana)

No. EO 70677/G.I/Policy Guidelines Vehicle Parking Contracts Date: 14.10.2022

**Sr. DCMs SC, BZA, GTL, GNT, HYB & NED**

Sub: Special conditions of the contract for parking stand awarded through E-Auction – **Permission for some Additional/modifications.**

- Ref: 1. Sr.DCM/BZA's Lr.No.B/C.300/PS/E-Auction/Misc, dt:01.08.2022  
2. Sr.DCM/GTL's Lr.No.G/C.300/CSC/Parking/Misc.Comm dt:18.8.2022  
3. Sr.DCM/NED's Lr.No.C.300/Parking/NED/2022-23 dt:25.8.2022  
4. GNT/C.300/PS/e-Auction/Genl. Cores/2022 dated 25.08.2022

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The additional/modifications clauses proposed for incorporation in the Special Conditions of contract for parking to be awarded through e-Auction by the Divisions vide letters cited above has been examined by the competent authority. The decision in this regard is given below:-

Sl. No.	Description	Remarks
1	This license shall be governed by the Laws of India for the time being in force, including labour laws. The labour employed by the Licensee should have good antecedents and should be courteous towards passengers. Complaints received in this regard will be liable for penalty.	<b>Not Agreed.</b> These clauses are already covered under special conditions of parking contract.
2	Applicable surcharges and education cess on TCS	
3	Licensee/Licensees shall have insurance for the vehicles against loss, damage, fire and other accidents. Licensee/licensees shall pay the premium thereon regularly to Insurance Company and submit receipts to the Sr. Divisional Commercial Manager along with the Xerox copy of such Insurance Policy Premium receipt for verification. Licensee will make good the losses and damages to the owners of the vehicle. Licensee should get the Insurance Policy renewed from time to time during the period of License.	
4	The Licensee simply occupying additional Railway area (over and above what is allotted) will be viewed seriously and hefty penalties would be levied. Division should clearly demarcate the parking area allotted for the stand by making (a) Boundary Wall (or) (b) Tie bar or barbed wire fencing (or) (c) by erecting metal poles at spacing of 2 metres, all round the boundary.	
5	Complaints cum Suggestion book should be available at the parking stand all the time, so as to enable the customer to lodge his complaints/Suggestions.	
		<b>Not agreed.</b> Complaint mechanism is simplified and now passengers can lodge any complaint in 139 which is much more convenient and fast. Hence, it may be added to clause 5(b) & 8(b) to display 139 for any complaints.

**File No.SCR-COMLOGEGI(PCPM)/3/2020-O/o SCM/G/PCCM/SCR**

Sl. No.	Description	Remarks
6	<p>Modification suggested to Para 6 c of Special conditions of contract which states as under:- Condition should be printed on the coupon/card that vehicle unclaimed at the end of currency of contract shall be handed over by the licensee to Railway Administration for action. No claim shall be entertained after 48 hours of taking over the vehicles by Railways and in those circumstances the vehicle shall be transferred to LPO and shall be dealt as per provision of Commercial Manual.</p> <p>If any emergency situation is arised during or after undertaking of journey by the passenger who parked his/her vehicle at parking stand, it is not possible to claim the vehicle in very short time of 48 hrs. Hence, it is proposed to modify the time to 7 days in place of 48 hrs in the above para of special conditions.</p>	<p><b>Not Agreed.</b> Unclaimed vehicles is covered under the Para 5 d &amp; e and also 6c of special conditions. Printing of so many clauses on parking coupon will occupy space and as well lead to repetition. This also leads confusion among customers. <b>Hence, this clause may be deleted.</b></p>
7	<p>Entering into a contract with the successful bidder shall not create an employer employee relation between the Railways and licensee or staff engaged by him. Neither the licensee nor the staff engaged by the licensee will be treated as employees of Railways and they will not be entitled for the benefits available for Railway employees.</p>	
8	<p>The Licensee shall provide the digital payment infrastructure facilities viz. POS/Swipe Machine, UPI/BHIM, Bharat QR Code, Mobile Wallets and any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transactions at parking stands as advised by Railways.</p>	<p><b>Agreed.</b> For better understanding of these clauses by the prospective bidders.</p>
9	<p>In case of loss of token, the return of the vehicles to its owner shall be done by the licensee after due verification of credentials of the owner and after obtaining an indemnity, if necessary</p>	
10	<p>The Parking Stand should be working 24/7 and all 365 days, irrespective of whether there are train services or not.</p>	
11	<p>A proper drawing of the parking stand with clear demarcation of landmarks is enclosed in the tender document. However, during the course of the tenure of the contract, if the licensee wants additional area due to sudden increase in vehicle traffic, then the licensee should make a formal application to Sr.DCM for allotment of Additional parking area. After following the due process, division will permit the additional area (subject to availability of additional land) by enhancing the license fee proportionately in the proportion of the increase in land area.</p>	
12	<p>Railways shall be free to put up any hoardings or advertisements or any other facility in the parking area. Any income arising out of such facilities shall belong to Railways and the Licensee shall not have any right of share.</p>	

Sl. No.	Description	Remarks										
13	Para 5 d & e of the special conditions of Parking E- auction to be replaced with the following "Unclaimed vehicles should be handed over to the State Police. If a vehicle is lying in the parking stand unclaimed for a period of 3 (three) months, then the licensee will hand over such vehicle to state police under advice to railways".	<b>Agreed for a period of 15 days.</b>  "Unclaimed vehicles should be handed over to the State Police/GRP. If a vehicle is lying in the parking stand unclaimed <b>for a period of 15 (fifteen) days</b> , then the licensee will hand over such vehicle to state police under advice to railways".										
14	Penalty: The licensee shall be liable to pay such penalty/fines as the Railway Administration may impose on him for irregularities in working, Public Complaints, deficiency in services, etc. The penalties to be imposed by the inspecting officials shall be as under- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Officials</th> <th style="width: 70%;">Amount of Penalty</th> </tr> </thead> <tbody> <tr> <td>Asst.Scale/Seni or Scale (Divisional level)</td> <td>Up to Rs.2000/- for each incident</td> </tr> <tr> <td>JAG/Selection Grade(Division/ HQRs)</td> <td>Up to Rs.6,000/- for each incident</td> </tr> <tr> <td>SAG and Above (Division/HQRs)</td> <td>Up to Rs.10,000/- for each incident.</td> </tr> <tr> <td>DRM, PCCM, AGM, GM</td> <td>Full Powers</td> </tr> </tbody> </table>	Officials	Amount of Penalty	Asst.Scale/Seni or Scale (Divisional level)	Up to Rs.2000/- for each incident	JAG/Selection Grade(Division/ HQRs)	Up to Rs.6,000/- for each incident	SAG and Above (Division/HQRs)	Up to Rs.10,000/- for each incident.	DRM, PCCM, AGM, GM	Full Powers	<b>Agreed.</b> This is subject to not exceeding the ceiling limit prescribed in the e-Auction policy standard conditions i.e the quantum of penalty shall not exceed 2% of the annual contract value or full contract value, whichever is lower, for the first irregularity, 5% of the annual contractor full contract value, whichever is lower, value for 2 <sup>nd</sup> irregularity, and 10% of the annual contract value or full contract value, whichever is lower, for the third or subsequent irregularities.
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DRM, PCCM, AGM, GM	Full Powers											
15	Uniform to the staff of Licensee.	May be decided at Divisional level.										
16	Parking Period for slot duration.	<b>Agreed</b> for the proposals sent by BZA, GTL & GNT divisions.  The remaining Divisions, changes if any requires for slot duration (period of parking) in terms of Railway Board's Lr.No.2022/TG-IV/18/Misc/E-Auction dated 27.07.2022 may send their proposals to this office to obtain PCCM's approval.										

**All Sr.DCMs are advised to act accordingly.**

This is issued with the approval of PCCM.

(S.Ramesh Babu)  
Dy.CCM(G)  
for Principal Chief Commercial Manager.