

Policy guidelines on Cycle/Motor cycle/Scooter/Car parking contracts on WCR

(After corrections as per letter no. WCR/HQ/C/733/Parking dated 12/01/2017)

1. Objective

1.1 Facility of parking of private and public motor vehicle in railway station premises- important passenger amenities is being provided by the railways, which, in most of the railway station is mandatorily outsourced. While the primary objective of this policy is to extend parking facility to the passengers as an important passenger amenity at stations, this should also be handled as revenue earning activity of Railways.

1.2 The railways should make efforts to provide parking facilities at all the stations where such facilities are required. For this purpose, a team of nominated Engineering and commercial officers shall finalize a plan for each station after conducting a survey of the proposed parking area with locations and dimensions (for normal parking, premium parking etc.) clearly marked on the plan jointly signed by concerned AEN & ACM.

1.3 To prevent encroachment into additional area (over & above the allotted and earmarked parking area) by the contractor(s), **Railway** shall provide a well demarcated leveled surface to the contractor for parking purpose. However, steel fencing and partially covered shelter for two wheelers should be provided by the contractor in a manner that it does not adversely affect the aesthetics of the stations building or the circulating area of the station .Partially covered area for two wheelers should be indicated in the plan with details and specification of partially covered shed and should be part of tender condition that it is to be constructed by contractor. Area of partially covered to be provided shall be decided by Sr. DCM of the division. At the expiry of contract the residual covered shed shall become property of Railways.

1.4 Lighting arrangements in parking area shall be provided by Railway Lux level to be decided by DRM.

2. Tendering conditions:

2.1 At all categories of stations i.e. A-1, A, B, C, D, E and F, the parking contracts shall be awarded through 'single packet' open tender system. However, if there is lack of response, contracts can also be awarded on "quotation basis" for a limited period of three months at a time, with concurrence of Divisional finance and the approval of DRM. In exceptional circumstances this can be extended further up to 3 month (Maximum 6 months) with approval of DRM/ADRM.

2.2 Period of contract:

i. A1 & A category stations:- Contract period at A1 & A category station may be kept upto 5 years with an escalation clause in license fee after 3 years @ 10% for A1 category and 5% for A category stations in fourth and fifth year license fees on existing license fee to safeguard Railway's financial interest.

e.g. If the license fee as per accepted offer for first year is Rs.100/- the license fee for A1 & A category shall be as under:-

<i>License fee in Rs</i>	<i>I year</i>	<i>II year</i>	<i>III YEAR</i>	<i>IV year</i>	<i>V year</i>
<i>A1 category</i>	<i>100</i>	<i>100</i>	<i>100</i>	<i>110 (+10% over last year)</i>	<i>121 (+10 % over last year)</i>
<i>A category</i>	<i>100</i>	<i>100</i>	<i>100</i>	<i>105 (+5 % over last year)</i>	<i>110.25 (+5% over last year)</i>

The escalation clause after 3 years will be applicable for all types of parking contracts (Two Wheeler, four wheeler, premium etc) at A1 & A category stations , if awarded separately.

ii. **Other B, D E & F category stations:** Period of contract for other category of stations i.e. B,D & E category stations may be kept upto 3 years.

iii. **F category stations:** For F category stations the period of contract may be corresponding with the period of contract given to halt contractor for ticket booking.

2.3 The process of fresh tendering should be initiated six months before the expiry of the existing contracts so that there is no time gap between the expiry of the existing contracts and commencement of the new one.

2.4 Efforts should be to have sole right contacts for all type of parking i.e. two wheeler parking, four wheeler parking, premium parking, other passenger carrying vehicles parking etc. In case due to administrative or technical reasons, the contract can be split with the approval of DRM.

2.5 At 'F' category halt stations operated by halt agents, parking contracts can also be given to halt agents in addition to the halt contract on a fixed reserve price based on assessed traffic and locally prevailing rates. Separate agreement for parking may be signed with halt contractors in addition to sale of tickets as well as cleaning of area allotted by Railways.

2.6 At very small 'E' category having scope of parking contract can also be combined with contracts for nearby adjacent stations (To be decided by Sr.DCM of the Division).

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

3.1 Earnest money in parking contracts shall be 10% of total contract value.

3.2. Earnest money shall also be applicable for all tenders invited on quotation basis but the earnest money shall be minimum 5% of reserve price in such cases.

4. **Security Deposit (SD) and Performance Guarantee (PG)**

4.1 Security deposit cum performance guarantee at **6 months** license fees of the contract should be taken in the form of Bank guarantee, FDR, Demand Draft or Cash after adjusting the **Earnest Money Deposit (EMD)** amount before signing the agreement.

4.2. This Security deposit cum performance guarantee shall be released only after the completion of the contract duly ensuring that the railway premise is handed over by the contractor after proper cleaning, removal of debris within all railway assets intact and recovery of penalty and any other dues and on certification/satisfaction of competent authority. The competent authority in this regard shall be Sr.DCM

4.3 Any penalty or fine imposed shall be recovered from security deposit if licensee do not pay the fine within stipulated period. In such case licensee will have to recoup or reimburse the Security deposit within 30 days. In case penalty is not deposited within 30 days, a simple interest @ 10% per month or part delay of will be imposed for the amount due. If on any account outstanding increases beyond 25% of security cum performance guarantee then a notice shall be served to contractor for terminating the contract as per agreement. In case of further delay beyond notice period or the outstanding dues exceeds 50% of security deposit, the Security deposit (Bank guarantee, FDR etc)will be encashed and contract be closed within 15 days. Contract termination notice giving 48 hrs. will be issued to the contractor on failure of contract to adhere this notice. Contract will be terminated and fresh contract on quotation basis may be awarded.

5. **Reserve price (RP)**

5.1 Reserve price for all categories of stations i.e. A-1, A, B, C, D, E and F category of stations should be assessed on the basis of the parameters such as number of users, types of vehicles, parking charges prevailing at other locations in the area such as parking lot allotted by municipal authority,

last accepted rate (LAR), etc. by the Sr. DCM/DCM in advance before inviting tenders/quotations with the concurrence of divisional finance. In this respect, periodic surveys should also be conducted to assess the actual number of vehicles parked for fixing a realistic reserve price. The reserve price for premium parking should be kept at three times of Reserve price fixed for normal parking. The reserve price shall be fixed with the concurrence of Divisional Finance and should have the approval of DRM.

5.2 Fixing of license fee for any additional area if considered necessary & justified and feasible should be based on the market survey. As far as possible, allotment of additional area after awarding the contract should be avoided. In case it is desirable then committee of ACM/ADFM/ADEN should recommend the additional area to be provided of area to be increased/decreased depending on the requirement. In such case license fee shall be increased/decreased on pro-rata basis.

5.3 Licensee shall be obliged to pay License fee at the rate notified by the railway for different categories of station from time to time.

5.4 Wherever feasible zonal railway may permit value added services such as cleaning, checking of air-pressure of vehicles, minor maintenance etc. by the contractor to customer. Once decided to provide this facility, adequate consideration to the potential of earnings from this service may be given weightage in fixing of Reserve price for license fee with the concurrence of Divisional Finance having approval of DRM.

5.5 It may be ensured that reserve price of superior category of station say A1 category stations should not be less than that of any inferior category stations say A category station in any case. It implies that under no circumstances license fees/sq.m. of lower category station should not be more than license fee/sqm of higher category station but can be equal in such case. For example :

Station – Category	Area under parking	Total Reserve price parking lot (Rs.)	R.P per sq/m (Rs.)
BPL-A-1	500 sq. meter	400000.00	800
HBJ-A	800 sq.meter	600000.00	750

Area demarcated under parking lot should be based on number of users based on ground conditions.

5.6 Calculation of Reserve price (RP)

The detailed method of calculation of reserve price is enclosed as Annexure –I)

6. Parking Rates

6.1 Parking rates including premium parking rates for auto/taxi/car/cycle/scooter/motor cycle & other two wheelers/mini bus/other passenger carrying commercial vehicle should be fixed by Sr.DCM/DCM with the a concurrence of divisional finance and the approval of DRM.

6.2 While fixing the parking rate, a survey should be carried out for parking charges prevailing at other similar locations in the city/area. Prevailing parking rates should be reviewed and revised before inviting tenders.

6.3 CCTV cameras with monitor, LED rate board and Boom arrangements shall be provided by the licensee at his own cost. The cost of the same should be taken into consideration while fixing license fee. This condition will be included in the tender condition in case of A1 & A category stations only, not for other category stations.

6.4 Parking rates for A1, A and B category of station should be at least 10% higher than the prevailing rates on other local parking area, to make people deterrent to use the station parking as general parking and avoid congestion.

6.5 Parking rates at A1, A, B, D & E category may be different for different time period as under:-

(X: Rates arrived as per survey i.e. parking charges prevailing at other similar locations in the city/area for two wheeler)

(Y: Rates arrived as per survey i.e. parking charges prevailing at other similar locations in the city/area for four wheeler)

(Z: Premium parking rates for four wheeler)

A: Parking rates at A1 category stations (Jabalpur, Bhopal and Kota) :

Time slab	For two wheelers	For four wheelers	Premium Parking for four Wheeler rates
Upto 4 Hours	X Rs.	Y Rs.	Z = 3 times of Y (Normal parking rates)
Upto 12 Hours	2 X	3 Y	Z/3 (i.e. equal to Y) per hour or part thereof
Per day i.e. for upto 24 Hours or part thereof.	3 X	6 Y	

Minimum X = 10/-, Minimum Y = 15/-, Minimum Z=3Y (i.e. 3X15=45)

B: Parking rates at 'A' category of stations (Damoh, Katni, Maihar, Pipariya, Rewa, Satna, Sagour, Bina, Habibganj, Hoshangabad, Itarsi Vidisha, Bharatpur and Sawaimadhopur)

TIME SLAB	FOR TWO WHEELERS	FOR FOUR WHEELERS	PREMIUM PARKING FOR FOUR WHEELERS
UPTO 4 HOURS	X Rs	Y Rs	Z= 2 times of Y (Normal parking rates)
Upto 12 hours	2X	2Y	Z/2 (i.e. minimum Rs 10) per hour or part thereof
Per day i.e. for 24 hours or part thereof.	3X	5Y	

Minimum X=5/-, Minimum Y=10/-, Minimum Z=2Y (i.e.2x10=20)

C: Parking rates at B category of stations: (Gadarwara, Katni Murwara, Madanmahal, Narsingpur, Ganjbasoda, Guna, Harda, Sanchi, Shivpuri, Bhawanimandi, Bundi, Gangapur city, Hindaun city & Ramganj Mandi)

TIME SLAB	For two wheelers	For four wheelers
Up to 6 hrs	X Rs	Y Rs
Per day i.e. for 24 hrs or part thereof.	2X	3 Y

Minimum X=5/-, Minimum Y=10/-

D: Parking rates & timings for D & E category stations may be decided as under : (D category-34 stations & E category 198 stations)

Time slab	For two wheelers	For Four Wheelers
Upto 12 Hours	X Rs.	Y Rs
Per day i.e. for 24 Hours or part thereof.	2 X	2 Y

Minimum X = 5/-, Minimum Y = 10/-

6.6. Parking rates will be uniform during the entire period of contract. However, Railway administration reserves the right to revise (increase/decrease) the tariff keeping in view the market prices or to reduce the congestion in parking area during the period of contract. In such case an assessment has to be made by a joint committee of junior scale officers of commercial (ACM),

Accounts (ADFM/AFA) and Operations (SM/Gaz.)for A1 category stations and Supervisory committee of Commercial (Commercial Inspector/supervisor), Accounts(SO/TIA) and Operations(Station Master) for other categories of stations, considering the actual utilization of parking space by different clientele. The additional license fee or reduced license fee, if any will be fixed accordingly on recommendations of the committee duly vetted by finance and approval of DRM.

6.7 In case of change in category of station during currency of contract; there will be no change in parking rates till the currency of agreement. The revised rates will apply from new contract agreement executed after change in category.

6.8 Parking for staff and other Rail Customers:

- i. Parking rates for Railway/Magisterial and Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. as authorized by Station Manager/Station Master shall be subsidized charges. Separate parking area of adequate size may be demarcated for such staff.
- ii. Area, as decided by Sr.DCM and subject to maximum 25% of total parking area, shall be earmarked for parking of two wheeler of daily commuters holding Season ticket from any station. Monthly pass should be issued on Reasonable Monthly charges to such customers. A register should be maintained giving details of such customers giving details of passengers and season ticket etc.

Monthly charges shall be as under:

Time slab	For only two wheelers
Monthly pass for daily commuters i.e. season ticket holders.	20 times of Charges applicable for 8 hours (Subject to Minimum Rs. 300/- for A1 category stations)
Subsidized Monthly charges for Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. working over Railway station as authorized by Station Manager/Station Master	15 times of Charges applicable for 8 hours. (Subject to minimum Rs. 200/- for A1 category stations)
a. Bonafide Railway Staff working on that duly authorized by Station Manager/Station Master. b. Bonafide Railway Staff working on other station duly authorized by Station Manager/Station Master on recommendation of Branch officer.	10 times of Charges applicable for 8 hours. (Subject to minimum Rs. 100/- for A1 category stations)

- Note:- 1. For other categories of stations (A,B,D and E) there shall be no minimum charge for monthly charges.
2. The charges mentioned in Para 6.8 (ii) are applicable only for two wheelers and not for four wheelers.

- iii. No charges should be realized from official vehicles of Hon’ble Judges, Railway Officers, and Higher officials of State Government and Central Government (irrespective of government vehicles or on government service vehicle i. e. hired on contract basis).

6.9 **Premium parking:** Feasibility of having premium parking facility as well as normal parking facility may also be explored at ‘A-1’ and ‘A’ category. The agency (contractor) for this service shall provide adequate basic feature like earmarked lanes for entry and exit. To the extent possible shall provide easy and convenient access to the platform as compared to normal parking area.

7. Extension of the contract

7.1 Normally, extension of existing contract period should be avoided by proper advance planning. However, in unavoidable & exceptional circumstances, for ensuring uninterrupted service of parking to

the passengers at a station, subject to willingness of the contractor, extension to the existing contract period may be considered for a period of three months at a time (maximum 9 months) with the approval DRM without finance concurrence.

Such exceptional circumstances include: Open tender floated in advance could not be finalized due to poor response.

8. Automation and computerization

8.1 Computerized coupons should be encouraged for issue to the customers by the licensee of parking contract at 'A-1' & 'A' category railway stations for all type of parking and the coupon should have details of Name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Serial Number on coupons with counterfoils and amount charged for coupon/monthly pass. Zonal railway shall encourage issue of computerized parking coupons at other stations wherever feasible.

8.2 Contactor shall provide CCTV cameras (Number to be decided by division) to monitor parking arrangements at Entry/ Exit and billing counters with sufficient recording backup not less than 15 days. This will facilitate enquiry related complaints and also solve the security purpose. The monitor of such CCTV be provided with SM/Dy.SM.

8.3. Automated boom barriers as provided at Toll plazas/ Big Malls etc. should compulsorily be provided by contractor at A1 & A category stations.

8.4. The Rates should also be displayed clearly through LED Electronic Board of appropriate size as with a font size of minimum 6" inches decided by divisions at Entry and Exit points in addition to Normal Rate Board. The cost of the above shall be borne by the contractor.

8.5. CCTV cameras with monitor, LED rate board and Boom arrangements shall be provided by the licensee at his own cost. Cost of the same should be taken into consideration while fixing license fee. Failure of the same should be penalized with penalty of minimum 250/- per occasion by SM(Gaz.)/ACM,750/- by DCM/Sr. DCM & 1000/- by DRM/ADRM. Reason for penalty to be issued.

9 Other types of parking contracts:-

Contract for following parking facilities may also be included with open tender for normal/premium parking or separate contract may also be awarded:-

9.1 Call Taxi/radio Taxi

Wherever there is a potential for extending parking facilities for call taxi/radio taxi etc., and adequate area for parking maximum of 30 such taxis/vehicles may be earmarked which should be independent of auto/taxi parking. Separate rates, space, terms and condition for parking may be decided by Division depending on the local condition.

9.2 Parking for passenger-carrying commercial vehicles (PCCVs)

For other passenger carrying commercial vehicles, viz. Autos, Taxis (Cars), tempos, Minibus, Bus etc. adequate and separate space may be earmarked if surplus area is available. Separate rates, space, terms and condition for parking may be decided by Division depending on the local condition.

9.3 Prepaid/Auto taxi booths

Prepaid Auto/Taxi booths which are generally being managed by local police/GRP may also be permitted in the space earmarked for auto/taxi stand. The taxes or charges due to state government should be collected from the taxi operators by the state authorities like local police/GRP etc. and the parking charges as applicable to the passengers carrying vehicle of different type (as given in para9.2) should be collected by the railways either directly or through parking contractor. Separate rates, space, terms and condition for parking may be decided by Division depending on the local condition.

For above contracts (9.1; 9.2; 9.3; & 9.4), following conditions may be made applicable:-

- The reserve price and parking rate may be decided according to market conditions in consultation with associate finance with approval of DRM/ADRM.
- Preferably monthly registration fees should be charged by the parking licensee. This condition should be included in the estimate of reserve price of tender.
- A registration may be done and entry to this effect should be maintained in the register Maximum number of registration to be made should be decided by division as per availability of parking space and no. of vehicles to be parked at a time. Details modalities of registration may be decided by division.

10. **Payments and Penalty**

10.1 Penalty can be imposed by Station Manager (Gaz.) / Commercial Officers /DRM/ADRM for violation of contractual conditions. Powers of imposition and waiver of fines shall be as under:-

Officer	Fine imposition power per case up to	Powers of waiver per case
SM/Gaz.	Rs. 250/-	Nil
ACM	Rs. 500/-	Nil
DCM	Rs. 1000/-	Nil
Sr.DCM	Rs. 2000/-	Fine imposed by SM-GAZ., ACM/DCM subject to ceiling limit upto Rs. 1000/-
DRM/ADRM/CCM(PS) SAG Comml. Officer	Rs. 5000/-	Fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM subject to ceiling limit upto 2000/-
CCM (PHOD)	Rs. 10000/-	Full power on penalty imposed by SM-GAZ.,ACM/DCM/Sr.DCM/DRM/ADRM. Subject to Finance concurrence if waiver penalty exceeds Rs 5000/-

10.2 PAYMENT OF LICENSE FEE:

A: Contractor shall pay the license fee on or before 10th day of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this, the contractor shall be liable to make payment of penalty if the due license fee has not been paid by the 10th day of the first month of each quarter. If the contractor delays the payment of license fee beyond 7 days grace period as notified by the railways for the station, the administration shall impose a penalty @2% of the amount due per week (7 days).

B: In case of failure of contractor to make payment of due license fee along with penalty @ 2% of the amount due even after lapse of further 7 days (7 days grace period & 7days further Total 15 days) matter may be dealt as per Para 4.3.

C: Service tax and other taxes shall be deposited by licensee over and above the license fee along with license fee (if applicable).

Exemption if any to be dealt with as per prevailing policy.

11. Vetting of Agreement:

The agreement shall be executed within 15 days of issue of LOA after deposition of Security Deposit cum Performance Guarantee and the same should be vetted by associate Finance as per GCC.

12. Monitoring arrangements:-

Inspection:-

12.1 The area of parking should be demarcated in presence of SM, TIA, RPF, SSE (W) and Commercial Inspector and the licensee at A1 & A category stations and by SSE, SM and representative of licensee.

12.2. Regular inspections should be carried out to check parking contracts. A Inspection book should be provided with contractor to record any deficiency found at the time of inspection.

12.3. Quarterly inspections should be carried out by committee of SSE, Commercial Inspector and concerned SM and RPF to oversee that area of licensee has not been unauthorized encroached by licensee at A1 and A category stations and Half yearly inspection be carried out at B, D & E category stations.

12.4. Commercial officers of divisions and Commercial Inspector should check and comment about parking contract in their regular inspections.

13. Other local conditions:-

CCM may include or relax any condition having local implication on parking contract with finance concurrence of associate finance if having any financial implications with recommendations of DRM.

This issues with the concurrence of Finance and approval of GM/WCR.



Modifications made by finance department in parking policy guidelines

Para No	Proposed by this office	Modified by finance department
1.5	Not proposed.	Divisions may also explore the possibility of managing parking of vehicle at stations departmentally especially at such stations where outsourcing has not has not been found to be feasible or successful. This may be done within the existing resources and no additional posts should be created for this purpose.
Remark	Commercial department or any other department on WCR have no such spare staff to manage parking contacts departmentally, therefore the possibilities of managing parking on departmental basis is ruled out hence not included in policy. In case there is no parking contract; the vehicles will be kept on owner's risk. In past, Vigilance cases have been registered for non account of proper Railway's earnings.	
2.1	contracts can also be awarded on 'quotation basis' for a limited period of say three months at a time, with concurrence of Divisional finance and the approval of DRM and can be extended further up to 6 month (Maximum 9 months) with approval of DRM.	contracts can also be awarded on 'quotation basis' for a limited period of three months at a time, with concurrence of Divisional finance and the approval of DRM. In exceptional circumstances this can be extended further up to 3 month (Maximum 6 months) with approval of DRM.
4.2	This Security deposit cum performance guarantee shall be released only after the completion of the contract duly ensuring that the railway premise is handed over by the contractor after proper cleaning and recovery of penalty and any other dues.	This Security deposit cum performance guarantee shall be released only after the completion of the contract duly ensuring that the railway premise is handed over by the contractor after proper cleaning and removal of debris within all Railway assets intact with the certification of concerned supervisors and controlling officers with recovery of penalty and any other dues.
Remark	Both are same condition, only certification by concerned supervisor is deleted as it is felt that involvement of various supervisor at such stage result in to delay and at many locations supervisors are not available. It will be left on divisions to release security money either on certification by supervisor or on its satisfaction approved by ADRM. Security cum performance guarantee in this policy is made into one and termed as security deposit.	
4.3	If on any account outstanding increases beyond 25% of security cum performance guarantee. then a notice shall be served to contractor for terminating the contract as per agreement. In case of further delay beyond notice period or the outstanding dues exceeds 50% of security deposit, the Security deposit (Bank guarantee, FDR etc)will be encashed and contract be closed within 15 days.	If on any account outstanding increases beyond 25% of security cum performance guarantee, then a notice of 7 days shall be served to contractor for terminating the contract as per agreement/ GCC . In case of further delay beyond notice period or the outstanding dues exceeds 50% of security deposit, the Security deposit (Bank guarantee, FDR etc)will be encashed and contract be closed within 7 days .

Remark	<p>Since inviting fresh tender and awarding and starting new contract as per quotation is time taking affair. Therefore, limit of 15 days is kept to give full opportunity to licensees to survive and also to make process for quotation by Railway. If contractor fail to deposit outstanding dues before completion of 15 days notice period , on completion of 15 days notice period, security deposits (FDR, Bank Guarantee etc)will be enchashed.</p> <p>2. Contract termination notice giving 48 hrs. will be issued to the contractor on failure of contract to adhere this notice . Contract will be terminated and fresh contract on quotation basis may be awarded.</p>																																				
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10.1	<p>Penalty can be imposed by Station Manager (Gaz.) / Commercial Officers /DRM/ADRM. Powers of imposition and waiver of fines shall be as under:-</p> <table border="1" data-bbox="302 1310 914 1978"> <thead> <tr> <th>Officer</th> <th>Fine imposition power per case up to</th> <th>Powers of waiver</th> </tr> </thead> <tbody> <tr> <td>SM/Gaz.</td> <td>Rs. 250/-</td> <td>Nil</td> </tr> <tr> <td>ACM</td> <td>Rs. 500/-</td> <td>Nil</td> </tr> <tr> <td>DCM</td> <td>Rs. 750/-</td> <td>Nil</td> </tr> <tr> <td>Sr.DCM</td> <td>Rs. 1000/-</td> <td>Up to Rs. 1000/- and fine imposed by SM/GAZ., ACM/DCM</td> </tr> <tr> <td>DRM/ADRM/SAG Comml. Officer</td> <td>Rs. 1500/-</td> <td>Up to Rs. 1500/- and fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM/ADRM</td> </tr> <tr> <td>CCM (PHOD)</td> <td>Rs. 2000/-</td> <td>Up to Rs. 2000/- and fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM/DRM/ADRM</td> </tr> </tbody> </table>	Officer	Fine imposition power per case up to	Powers of waiver	SM/Gaz.	Rs. 250/-	Nil	ACM	Rs. 500/-	Nil	DCM	Rs. 750/-	Nil	Sr.DCM	Rs. 1000/-	Up to Rs. 1000/- and fine imposed by SM/GAZ., ACM/DCM	DRM/ADRM/SAG Comml. Officer	Rs. 1500/-	Up to Rs. 1500/- and fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM/ADRM	CCM (PHOD)	Rs. 2000/-	Up to Rs. 2000/- and fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM/DRM/ADRM	<p>For violation of contractual conditions and deficiency in any parameter penalty can be imposed by Station Manager (Gaz.) / Commercial Officers /DRM/ADRM. Powers of imposition of fines shall be as under:-</p> <table border="1" data-bbox="940 1373 1430 1705"> <thead> <tr> <th>Officer</th> <th>Fine imposition power per case up to</th> </tr> </thead> <tbody> <tr> <td>SM/Gaz.</td> <td>Rs. 250/-</td> </tr> <tr> <td>ACM</td> <td>Rs. 500/-</td> </tr> <tr> <td>DCM</td> <td>Rs. 750/-</td> </tr> <tr> <td>Sr.DCM</td> <td>Rs. 1000/-</td> </tr> <tr> <td>DRM/ADRM/SAG Comml. Officer</td> <td>Rs. 1500/-</td> </tr> <tr> <td>CCM (PHOD)</td> <td>Rs. 2000/-</td> </tr> </tbody> </table> <p>Note: Power of waiver has deleted.</p>	Officer	Fine imposition power per case up to	SM/Gaz.	Rs. 250/-	ACM	Rs. 500/-	DCM	Rs. 750/-	Sr.DCM	Rs. 1000/-	DRM/ADRM/SAG Comml. Officer	Rs. 1500/-	CCM (PHOD)	Rs. 2000/-
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CCM (PHOD)	Rs. 2000/-	Up to Rs. 2000/- and fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM/DRM/ADRM																																			
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SM/Gaz.	Rs. 250/-																																				
ACM	Rs. 500/-																																				
DCM	Rs. 750/-																																				
Sr.DCM	Rs. 1000/-																																				
DRM/ADRM/SAG Comml. Officer	Rs. 1500/-																																				
CCM (PHOD)	Rs. 2000/-																																				

Remark	There are circumstances in which penalty is imposed by the authority without valid reasons or due consideration which should be rectified on proper representation by the licensee to protect their legitimate interest. However, some corrections has been made in above table and proposed as under:	
	Officer	Fine imposition power per case up to
	SM/Gaz.	Rs. 250/-
	ACM	Rs. 500/-
	DCM	Rs. 750/-
	Sr.DCM	Rs. 1000/-
	DRM/ADRM/CCM(PS) SAG Comml. Officer	Rs. 5000/-
CCM (PHOD)	Rs. 10000/-	
		Powers of waiver per case
		Nil
		Nil
		Nil
		Fine imposed by SM-GAZ., ACM/DCM subject to ceiling limit upto Rs. 1000/-
		Fine imposed by SM/GAZ., ACM/DCM/ Sr.DCM subject to ceiling limit upto 1000/-
		Full power on penalty imposed by SM-GAZ.,ACM/DCM/Sr.DCM/DRM/ADRM. Subject to Finance concurrence if waiver penalty exceeds Rs 5000/-
10.2	<p>If the contractor delays the payment of license fee beyond 7 days grace period as notified by the railways for the station, the administration shall impose a penalty @10% of the amount due.</p> <p>“Tax liability (Service Tax, Income Tax etc.) should be liable with contractors only. He shall give certificate of tax payment periodically preferably on each quarter.”</p>	<p>If the contractor delays the payment of license fee beyond 7 days grace period as notified by the railways for the station, the administration shall impose a penalty @2% of the amount due.</p> <p>In case of failure of payment of license fee by the contractor in terms of para 10.2, Sr DCM shall issue 7 days notice for termination of contract and if the party fails to respond within 7days of such notice, 48 hours notice for termination of contract and for clearance of premises shall be given to the party by Sr. DCM with prior vetting of associate finance.</p> <p>Service tax shall be deposited by licensee over and above the license fee along with license fee (if applicable)</p> <p>. Exemption if any to be dealt as per prevailing policy.</p>
Remark	<p>The A/C's view is accepted and condition may be revised as under-In case of failure of contractor to make payment of due license fee along with penalty @ 2% of the amount due even after lapse of further 7 days (7 days grace period & 7 days further Total 15 days) matter may be dealt as per para 4.3.</p>	

In addition to the above following para of policy guidelines have also been modified :

2.1	At all categories of stations i.e. A-1, A, B, C,D,E and F, the parking contracts shall be awarded through 'single packet' open tender system for a period up to 3 years. However, if there is lack of response, contracts can also be awarded on 'quotation basis' for a limited period of say three months at a time, with concurrence of Divisional finance and the approval of DRM and can be extended further up to 6 month (Maximum 9 months) with approval of DRM.	At all categories of stations i.e. A-1, A, B, C,D,E and F, the parking contracts shall be awarded through 'single packet' open tender system for a period up to 5 years. However, if there is lack of response, contracts can also be awarded on 'quotation basis' for a limited period of three months at a time, with concurrence of Divisional finance and the approval of DRM. In exceptional circumstances this can be extended further up to 3 month (Maximum 6 months) with approval of DRM/ADRM.
2.3	Shfted as 2.4 and 2.3 Newly added	Efforts should be to have sole right contacts for all type of parking. In case due to administrative or technical reasons, the contract can be split with the approval of DRM
3.1	Earnest money in parking contracts shall be 10% of the annual value of reserve price.	Earnest money in parking contracts shall be 10% of total contract value.

6.6	<p>Parking rates for Railway/Magisterial and Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. as authorized by Station Manager/Station Master shall be subsidized charges. Separate parking area of adequate size may be demarcated for such staff. Subsidized Monthly charges is to be decided by concerned DRM as well as periodicity of the subsidize rates to be provided.</p>	<p>i. Parking rates for Railway/Magisterial and Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. as authorized by Station Manager/Station Master shall be subsidized charges. Separate parking area of adequate size may be demarcated for such staff.</p> <p>ii. Area as decided by Sr.DCM and subject to maximum 25% of total parking area, shall be earmarked for parking of two wheeler of daily commuters holding Season ticket from any station. Monthly pass should be issued on Reasonable Monthly charges to such customers. A register should be maintained giving details of such customers giving details of passengers and season ticket etc.</p> <p>Monthly charges shall be as under:</p> <table border="1" data-bbox="922 625 1425 1073"> <thead> <tr> <th data-bbox="922 625 1252 680">Time slab</th> <th data-bbox="1252 625 1425 680">For two wheelers</th> </tr> </thead> <tbody> <tr> <td data-bbox="922 680 1252 758">Monthly pass for daily commuters i.e. season ticket holders (Minimum Rs. 300/-)</td> <td data-bbox="1252 680 1425 758">20 X Charges applicable for 8 hours</td> </tr> <tr> <td data-bbox="922 758 1252 940">Subsidized Monthly charges for Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. working over Railway station as authorized by Station Manager/Station Master (Minimum Rs. 200/-)</td> <td data-bbox="1252 758 1425 940">15 X Charges applicable for 8 hours</td> </tr> <tr> <td data-bbox="922 940 1252 1073">Bonafide Railway Staff of the station working on that station authorized by Station Manager/Station Master (Minimum Rs. 100/-)</td> <td data-bbox="1252 940 1425 1073">10 X Charges applicable for 8 hours</td> </tr> </tbody> </table> <p>iii. No charges should be realized from official vehicles of Hon'ble Judges, Railway Officers, and Higher officials of State Government and Central Government (irrespective of government vehicles or on government service vehicle i. e. hired on contract basis).</p>	Time slab	For two wheelers	Monthly pass for daily commuters i.e. season ticket holders (Minimum Rs. 300/-)	20 X Charges applicable for 8 hours	Subsidized Monthly charges for Judiciary staff/ GRP staff/ Parcel loaders/ Press media/ Licensees staff etc. working over Railway station as authorized by Station Manager/Station Master (Minimum Rs. 200/-)	15 X Charges applicable for 8 hours	Bonafide Railway Staff of the station working on that station authorized by Station Manager/Station Master (Minimum Rs. 100/-)	10 X Charges applicable for 8 hours
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Bonafide Railway Staff of the station working on that station authorized by Station Manager/Station Master (Minimum Rs. 100/-)	10 X Charges applicable for 8 hours									
7.1	<p>Normally, extension of existing contract period should be avoided by proper advance planning. However, in unavoidable & exceptional circumstances, for ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor, extension to the existing contract period may be considered for a period of three months at a time (maximum 9 months) with a provision for 5% hike in license fee for the extended period with the approval DRM without finance concurrence.</p>	<p>Normally, extension of existing contract period should be avoided by proper advance planning. However, in unavoidable & exceptional circumstances, for ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor, extension to the existing contract period may be considered for a period of three months at a time (maximum 9 months) with the approval DRM without finance concurrence.</p>								
14	<p>DRM may include or relax any condition having local implication on parking contract with finance concurrence of associate finance if having any financial implications.</p>	<p>CCM may include or relax any condition having local implication on parking contract with finance concurrence of associate finance if having any financial implications with recommendations of DRM.</p>								

Further it is also proposed that in annexure-I, Fixation of reserve price for parking contract in para 1.2 land value may be deleted further in para 5 of said annexure condition no.3 i.e. license fee applicable as per land value may also be deleted as at major stations being station is the prime area and the land value around station area is very high which cannot be considered for fixation of license fee for parking contract. The revised annexure is enclosed herewith.

