

**N.E. Railway  
Izzatnagar Division  
Tender Document**

**Open-Tender No. C/129/IZN/ATM/2018-19.**

**Name of Work**

**Open-Tender for Supply, installation and operation of  
AUTOMATED TELLER MACHINES ('ATM') at 121  
locations over Izzatnagar Division**

**No. ----- Price Rs. 1000/- +18% (GST) (Rs. One  
Thousand Only)**

**N.E.Railway**

Divisional Office,  
Comml. Branch,  
IZZATNAGAR  
Dt- 17.01.2019

**Open- Tender Notice**

**Open- Notification No.- C/129/IZN/ATM/2018-19.**

**Name of work :- Open-Tender for Supply, installation and operation AUTOMATIC TELLER MACHINES (ATM) at 97 locations of 64 Railway stations & 24 other locations over IZZATNAGAR Division.**

The President of India acting through Divisional Railway Manager (C), N.E.Railway, IZZATNAGAR- 243122, here in after called the “Tender Inviting Authority” has invited open tenders for the service specified in the Tender Notice from the tenderer(s) who qualify the eligibility criteria given in the tender notice.

Sl. No	Name of the Station	Mathura Cant, Raya, Mursan, Hathras City, Mendu, Agsauli, Rati ka Nagla, Sikkandra Rao, Marahra, Kasganj, Badhari kalan, Sahawar Town, Ganjdundwara, Patiali, Daryaoganj, Rudain, Shamsabad, Kaimganj, Farrukhabad, Fatehgarh, Kamal Ganj, Gursahai Ganj, Kannauj, Araul Makanpur, Bilhur, Barrajpur, Chaubepur, Mandhana, Kalyanpur, Kasganj City, Soro Shukarshetra, Manpur Nagaria, Bitroi, Ujhani, Badaun, Ghatpuri, Makrandpur, Bamiana, Bareilly City, Izzatnagar, Bhojipura, Deorania, Baheri, Kichha, Pant Nagar, Lalkua, Haldwani, Khathgodam, Sethal, Bijauria, Pilibhit, Nyoriya, Majhola, Khatima, Banbsa, Tanakpur, Rudrapur City, Bilaspur Road, Gularbhoj, Bazpur, Kashipur, Ramnagar, Aliganj, Kichha, Pipalsana & 24 other locations Fatehgarh-01 ATM (Railway Colony), Farrukhabad -01 ATM (Goods Shed Platform) , Kasganj -01 ATM (Near Parcel office), Mathura Cant -01 ATM (Near Platform No.02), Badaun-01 (Railway Colony), Haldwani-01 ATM (Railway Colony), Khathgodam- 02 ATM (01 ATM at Food Plaza, 01 ATM In front of MFC), Kashipur-01 (Railway Colony), Pilibhit-02 ATM (01 ATM at Railway Hospital, 01 ATM at Railway Manoranjan Sansthan), Thankpur-02 (Near Thokar line in Main Road), Izzatnagar-05 ATM (01 at ATM Kudesiya Colony, 02 ATM at New Model Railway Colony Near Air force gate, 01 ATM at Matri Sansthan, 01 ATM at Divisional Railway Hospital), Bareilly City-03 ATM (01 ATM at Chaupla Railway Colony, 02 ATM In front of Manoranjan Sansthan of Bikaner Hotel) DRM office Izzatnagar-01 (Near PNB Bank), Railway Workshop Izzatnagar-01 ATM, Railway Diesel Shed-01 ATM ( Diesel Shed near Main Road)
1.	Name of the contract	Supply, Installation & operation of Automatic Teller Machines (ATM) at 121 locations over IZZATNAGAR Division.
2.	Address of the Office	Divisional Railway Manager’s Office Commercial Branch, N.E. Railway, IZZATNAGAR -243122
3.	Area	Maximum area for one ATM on a station will be 6 feetX6 feet and for Colony/Office/Institute area of one ATM shall be limited upto 7.5 Sq.meters.
4.	Cost of tender form	Rs. 1000/- + GST (18%) = 1180/-

5.	Annual License fee and Earnest Money to be deposited along with tender form.	Station Name	No. of ATMs	Reserve price for each ATM for 1st year	EMD of each ATM
				Without any reserve price. Bank quoting highest License fee shall be awarded the ATM location.	2% of the 05 years contract Value (As per higher offer by Bank)
		Mathura Cant	02		
		Raya	01		
		Mursan	01		
		Hathras City	02		
		Mendu	01		
		Agsauli	01		
		Rati ka Nagla	01		
		Sikkandra Rao	02		
		Marahra	01		
		Kasganj	04		
		Badhari kalan	01		
		Sahawar Town	01		
		Ganjdundwara	02		
		Patiali	01		
		Daryaoganj	01		
		Rudain	01		
		Shamsabad	01		
		Kaimganj	02		
		Farrukhabad	03		
		Fatehgarh	01		
		Kamal Ganj	01		
		Gursahai Ganj	02		
		Kannauj	03		
		Araul Makanpur	01		
		Bilhur	01		
		Barrajpur	01		
		Chaubepur	01		
		Mandhana	01		
		Kalyanpur	01		
		Kasganj City	01		
		Soro Shukarshetra	02		
		Manpur Nagaria	01		
		Bitroi	01		
		Ujhani	02		
		Budaun	02		
		Ghatpuri	01		
		Makrandpur	01		
		Bamiana	01		
		Bareilly City	03		
		Izzatnagar	04		
		Bhojipura	01		
		Deorania	01		

		<b>Baheri</b>	<b>01</b>		
		<b>Kichha</b>	<b>01</b>		
		<b>Pant Nagar</b>	<b>01</b>		
		<b>Lalkua</b>	<b>02</b>		
		<b>Haldwani</b>	<b>02</b>		
		<b>Khathgodam</b>	<b>03</b>		
		<b>Sethal,</b>	<b>01</b>		
		<b>Bijauria</b>	<b>01</b>		
		<b>Pilibhit</b>	<b>02</b>		
		<b>Nyoriya</b>	<b>01</b>		
		<b>Majhola</b>	<b>01</b>		
		<b>Khatima</b>	<b>02</b>		
		<b>Banbsa</b>	<b>01</b>		
		<b>Tanakpur</b>	<b>03</b>		
		<b>Rudrapur City</b>	<b>02</b>		
		<b>Bilaspur Road</b>	<b>01</b>		
		<b>Gularbhoj</b>	<b>01</b>		
		<b>Bazpur</b>	<b>02</b>		
		<b>Kashipur</b>	<b>02</b>		
		<b>Ramnagar</b>	<b>02</b>		
		<b>Aliganj,</b>	<b>01</b>		
		<b>Kichha</b>	<b>01</b>		
		<b>Roshanpur</b>	<b>01</b>		
		<b>Pipalsana</b>	<b>01</b>		
<b>24 other locations (Colony/Office/Institute)</b>					
		<b>Fatehgarh - Railway Colony.</b>	<b>01</b>		
		<b>Farrukhabad- Goods Shed Platform.</b>	<b>01</b>		
		<b>Kasganj - Near Parcel office.</b>	<b>01</b>		
		<b>Mathura Cant- Near Platform No.02</b>	<b>01</b>		
		<b>Budaun- Railway Colony</b>	<b>01</b>		
		<b>Haldwani- Railway Colony.</b>	<b>01</b>		
		<b>Khathgodam- 01 ATM at Food Plaza, 01 ATM In front of MFC.</b>	<b>02</b>		
		<b>Kashipur - Railway Colony.</b>	<b>01</b>		
		<b>Pilibhit -01 ATM at Railway Hospital, 01 ATM at Railway Manoranjan Sansthan.</b>	<b>02</b>		
		<b>Thankpur -02 ATM Near Thokar line (In Main Road)</b>	<b>02</b>		
		<b>Izzatnagar - 01 ATM at Kudesiya Colony, 02 ATM at New Model Railway Colony Near Air force gate, (01 ATM Matri Sansthan, 01 ATM at Divisional</b>	<b>05</b>		

		<b>Railway Hospital.</b>			
		Bareilly City -01 ATM at Chaupla Railway Colony, 02 ATM at In front of Manoranjan Sansthan Bikaner hotel.	03	.	
		DRM office Izzatnagar- Near PNB Bank	01		
		Railway Work shop Izzatnagar	01		
		Railway Diesel Shed - Diesel Shed near Main Road.	01		
6.	Contract period	Five years.			
7.	Closing date of issue of Tender Document	25.02.2019 at 17.00 Hrs.			
8.	Date & Time for Open tender.	26.02.2019 up to 14.00 Hrs.			
9.	Date & Time for opening of tender.	26.02.2019 up to 15.00 Hrs.			
10.	Date & Time submission	19.02.2019 to 26.02.2019 up to 15.00 Hrs.			
11.	Validity of offers	90 days from the date of opening			

**Important Notes for intending Tenderer (s)**

<p>The President of India acting through Divisional Railway Manager (C), N.E.Railway IZZATNAGAR- 243122, here in after called the “Tender Inviting Authority” has invited open tenders for the Earning contract specified in the Tender Notice from the tenderer(s) who qualify the eligibility criteria given in the tender notice.</p>
<p>The Tenderer is advised to study the Tender Document carefully. The Tenderer (s) shall also acquaint himself/ themselves with the local conditions, nature of work &amp; terms and conditions therein &amp; all other matters pertaining there to.</p>
<p>The Tenderer must obtain for himself, on his own responsibility and at his own expense, all information, which may be necessary for the purpose of making the Tender offer and entering into Contract.</p>
<p>The registration of the Tender on line shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of the implications thereof also terms and conditions therein. Any clarification required by a Tenderer shall be obtained from the Office of the Tender Inviting Authority on any working day during office hours.</p>
<p>The tenderer(s) shall strictly adhere to the form of tender specified by the Railway. Tenders not submitted in this form are liable to be rejected.</p>
<p>Tenders will only be accepted. By hand tenders. Tender document cost &amp; Earnest money can be paid only through demand draft only.</p>
<p>Tender documents are non-transferable and cost of Tender Document is not refundable.</p>
<p>The Tender shall be submitted in Single -packet tendering system.</p>
<p>Railway reserve rights to Reject/Accept such tender /offer without any reference to</p>

<b>the tenderer/tenderer's</b>
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<b>Self –attestation shall include signature, stamp and date .</b>
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**Detail information & terms and conditions of the above mentioned non transferable tender document can be obtained from Sr. Divisional Commercial Manager's office, N.E.Railway, Izzatnagar in all working days. The required tender documents are also available on the website [www.ner.indianrailways.gov.in](http://www.ner.indianrailways.gov.in)**

**The Railway Administration reserves the right to cancel all or any tender without assigning any reason.**

**Sr. Divisional. Comml. Manager,  
IZZATNAGAR  
For & on Behalf of President of India.**

## **General Conditions of for supply, installation and Operations of Automatic Teller Machines at 121 locations over Izzatnagar Division.**

### **1. Eligibility conditions**

A. Public Sector Bank/Scheduled Commercial Bank are eligible to participate in the tenders invited for installation of ATMs on Railway station premises. Third party i.e. the authorized agencies/individual (s) who has/have been given power of attorney by the respective bank for this purpose can also participate in the tender on behalf of bank (s). However the agreement shall be signed only between the Railways and the concerned bank.

Bank/agenc must submit satisfactory proof/documents in support of their claim of fulfilling item no.-A above. If the above mentioned eligibility conditions are not complied the offer/tender shall stand summarily rejected.

### **2. Mode of tender**

The tender is invited under one packet system; hence tenderer bank will have to fill the tender form and financial bid in single packet system only.

Tenderer bank will fulfill following information and the copies of documents should be submit with tender.

- i) Name, complete address of the tendering bank/agencies.
- ii) Past experience of the bank in the field of ATM.
- iii) Copy of the Memorandum and Articles of Association of the company.
- iv) Reserve Bank of India's approval to operate ATM and banking services in India.
- v) Earnest Money: - Original instrument of required value as shown under Annexure-A. Payment mode of EMD by demand draft.
- vi) Pay Tender form of fee- Rs.1180/- (Inculding GST) through demand draft.
- vii) Complete tender document duly signed and stamped in each and every page.
- viii) All documents towards fulfillment of eligibility shown vide Para 1 above.

### **3. Financial Bid**

The tenderer bank/agencies should offer their rates in the financial bid only. The tenderer banks/agencies are requested to see the location and site where ATM is to be installed at the station notified before quoting their rates in the financial bid.

Tenderer Bank/agencies must decide for how many of these locations it has to bid. For those locations in which the Bank/agencies are interested to bid, the amount must be quoted in the blank space provided against the location (both in numbers and words). For those locations in which bank/agencies are not interested to bid must be left blank

Tender document and financial bid in the given format has to be submitted in original and duly signed and stamped on each page, complete in all respects shall be submitted on line gateway.

### **4. Earnest Money:-**

- a) Tender without or less Earnest money will be summarily rejected.
- b) The earnest money should be in the following form:

EMD can be paid only through online demand draft.

c) The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money of the successful tenderers will be adjusted towards part of the Security Deposit, and same will be forfeited in case of the successful tenderer failing to honour the offer made by the Railway Administration. No interest will be paid to the tenderers on Earnest Money Deposits.

g) Earnest Money Deposit is liable to be forfeited, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of offer.

**h) Bank/agencies have to pay EMD for all those locations in which banks/agencies are interested to give financial bid.**

**5. Validity of offer:-**

The tenderer shall keep the offer open for a minimum period of 90 days can we increase from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.

**6. Locations of ATMs. :-** The interested Banks/agencies are expected to visit the respective location and have adequate knowledge of every condition. No claim for any discrepancy will be entertained.

**7. Conditional Offer :-** The Railway will not accept tender wherein conditional offer has been given and the offer will out rightly rejected and the Earnest money will be forfeited.

**8.** Railway Administration will provide area to Bank for installation for one ATM on a station will be 6 feetX6 feet and for colony/office/institute shall be limited upto 7.5 sqm and operation of ATM. Bank will bear all the expenditure for building the structure for housing the ATM and will provide air conditioner etc. therein.

**9.** The highest bid will be determined on the basis of annual license fee offered by the tenderer Bank in the financial bid for each location separately.

**10.** All erasures and alterations made in filling the tender documents must be attested by initials of the tenderer,. Failure to comply either of these conditions will render the tender liable to rejection. No advice of any change in rate or conditions after the opening of tender will be entertained.

**11.** There are total **121** locations for ATMs. Detail of each location is given in Annexure-B.. The financial bid for these **121** locations must be filled in the Annexure-A only. Tendering Bank/agencies must decide for how many of these locations it has to bid. For those locations in which the Bank/agencies are interested to bid, the amount must be quoted in the blank space provided against the location (both in numbers and words). For those locations in which bank/agencies are not interested to bid must be left blank.

**12.** The tender form/ instructions to tenderers / agreement Performa is common for all **121** locations as per Annexure-A. All the tender locations are separate from each other. Bank/agencies have to pay EMD (2 % of rate quoted by Bank as Reserve Price) for all those locations in which bank/agencies are interested to give financial bid.

**13. Electricity and other charges:** The tenderer shall pay all electric charges in addition to the license fee, as per the laid down norms of the electric branch (including installation charges and sub meter charges etc.). Bank will have an option to take the electricity either from railway or from state recognized agencies after obtaining NOC from railway authority.

**14. ATTESTATIONS AND ALTERATIONS:-** The tender form must be filled in ENGLISH. Each page of the tender document including technical brochures, manuals etc, should be signed by the tenderer. Photocopies of all the certificates etc. submitted by tenderer should be attested by tenderer as true copies. No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected.No advice of any change in rate or conditions after the opening of the tender will be entertained.

**15.** The contract will be governed by the Terms and conditions mentioned in the tender document given with this tender. The successful tenderer will have to execute the agreement in this Performa on allotment of the contract and the cost of execution of agreement shall be borne by the licensee. Until formal Agreement is executed the Terms and Conditions of the Tender Documents shall be binding and applicable.

**16.** The bidder shall maintain the integrity of downloaded tender documents and shall not make any change/addition/deletion/tampering what so ever in the uploaded documents. The bidders offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer that may have made any modification in the uploaded documents. In case such modification is noticed even after the contract Railway is liable to terminate the contract.

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**Open -Tender No. C/129/IZN/ATM/2018-19.**

**Open-Tender for the contract of supply, installation and operation of Automatic teller Machines at 121 loactions stations over IZZATNAGAR Division.**

**To**

**The President of India,  
Acting through Divisional Railway Manager, (Commercial)  
N.E. Railway, Izzatnagar.**

**1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep the tender open for acceptance for a period of 90 (Ninty only) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "EARNEST MONEY".**

**2. I/We also hereby agree to abide by the General and Special Conditions of contract.**

**3. A sum of Rs. \_\_\_\_\_ is herewith forwarded as Earnest Money. The full value of the earnest Money shall stand forfeited without prejudice to any other rights or remedies in case my/our tender is accepted and if:**

**a. I/We do not commence the work within 90 days after receipt of allotment to that effect.**

**4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a Binding contract between us subject to the modifications as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.**

**Date:-**

**Office Seal**

**To**  
**President of India**  
**Acting through**  
**Divisional Railway manager, (Commercial)**  
**N.E. Railway IZZATNAGAR**

<b>Sr. No.</b>	<b>Description</b>	
<b>1.</b>	<b>Name of the Tendering Bank/Authorized Agencies/Individual</b>	
<b>2.</b>	<b>Full address of Tenderer</b>	
<b>3.</b>	<b>Registration Particulars, if any</b>	
<b>4.</b>	<b>Name of the authority authorized to digitally sign tender documents on behalf of Bank</b>	
<b>5.</b>	<b>Name of the station/location for which tender is uploaded. If tender is uploaded for more than one station/location, list may be attached .</b>	
<b>6.</b>	<b>Details of quality certificate obtained if any</b>	
<b>7.</b>	<b>Details of experience</b>	
<b>8.</b>	<b>No. of ATMs being operated by the Bank in the city area</b>	
<b>9.</b>	<b>Details of RBI's approval</b>	
<b>10.</b>	<b>Whether all documents in Reference to General condition No.2(i) to (ix) submitted or not</b>	

**Date:-**

**Place: -**

**Office seal**

(FINANCIAL BID)

**Name of work: Contract for supply, installation and operation of ATMs at Izzatnagar Division.**

**Open-Tender No. C/129/IZN/ATM/2018-19.**

**To**

**President of India,  
Acting through  
Divisional Railway Manager, (Commercial)  
N.E. Railway, IZZATNAGAR.**

<b>Sr.No.</b>	<b>Description</b>	
<b>1.</b>	Name of the tendering Bank/ Authorized Agencies/ individual	
<b>2.</b>	Full postal address	
<b>3.</b>	Annual License Fee bid should be given as per Annexure-A	Bid amount should be provided in Annexure- A ( In Figures and Words )
<b>4.</b>	Total No. of location for which financial bid quoted	
<b>5.</b>	Grand total of EMD paid through Demand draft as per the No. of locations applied in figures and words.	In figures Rs. .... In words Rs..... .....

**NOTE :-**

**1. Bank/Agencies are required to visit the locations as mention in the tender schedule before fillings up the price bids.**

**2. Bid should be quoted for only those locations which bank/agencies intend to install ATM other location may be kept blank.**

**3. Applicable GST(Goods and Service tax) will be levied as per the prevailing rate on the annual license fee quoted by the bank/agencies. Bank/agencies have to pay any corporation/state government tax if applicable other than license fee.**

**Date:-**

**Place: -**

**Office seal**

### Annexure-A (Financial Bid)

Sr No.	Station Name	Location	Reserve Price For each ATM for 1 <sup>st</sup> year Area 6 sq. feet.	EMD of each ATM	Amount quoted in Rs. For Annual license fee	
					In figure	In words
1.	<b>Mathura Cant</b>	Circulating area	Without any reserve price. Bank quoting highest license fee shall be awarded the ATM location.	As per higher offer 2% of the 5 years contract value		
2.	<b>Raya</b>	Circulating area				
3.	<b>Mursan</b>	Circulating area				
4.	<b>Hathras City</b>	Circulating area				
5.	<b>Mendu</b>	Circulating area				
6.	<b>Agsauli</b>	Circulating area				
7.	<b>Rati ka Nagla</b>	Circulating area				
8.	<b>Sikkandra Rao</b>	Circulating area				
9.	<b>Marahra</b>	Circulating area				
10.	<b>Kasganj</b>	Circulating area				
11.	<b>Badhari kalan</b>	Circulating area				
12.	<b>Sahawar Town</b>	Circulating area				
13.	<b>Ganjdundwara</b>	Circulating area				
14.	<b>Patiali</b>	Circulating area				
15.	<b>Daryaoganj</b>	Circulating area				
16.	<b>Rudain</b>	Circulating area				
17.	<b>Shamsabad</b>	Circulating area				
18.	<b>Kaimganj</b>	Circulating area				
19.	<b>Farrukhabad</b>	Circulating area				
20.	<b>Fatehgarh</b>	Circulating area				
21.	<b>Kamal Ganj</b>	Circulating area				
22.	<b>Gursahai Ganj</b>	Circulating area				
23.	<b>Kannauj</b>	Circulating area				
24.	<b>Araul Makaanpur</b>	Circulating area				
25.	<b>Bilhur</b>	Circulating area				
26.	<b>Barrajpur</b>	Circulating area				
27.	<b>Mandhana</b>	Circulating area				
28.	<b>Kalyanpur</b>	Circulating area				
29.	<b>Kasganj City</b>	Circulating area				
30.	<b>Soro Shukarshetra</b>	Circulating area				
31.	<b>Manpur Nagaria</b>	Circulating area				
32.	<b>Bitroi</b>	Circulating area				
33.	<b>Ujhani</b>	Circulating area				
34.	<b>Budaun</b>	Circulating area				
35.	<b>Ghatpuri</b>	Circulating area				
36.	<b>Makrandpur</b>	Circulating area				

37.	<b>Bamiana</b>	Circulating area				
38.	<b>Bareilly City</b>	Circulating area				
39.	<b>Izzatnagar</b>	Circulating area				
40.	<b>Bhojipura</b>	Circulating area				
41.	<b>Deorania</b>	Circulating area				
42.	<b>Baheri</b>	Circulating area				
43.	<b>Kichha</b>	Circulating area				
44.	<b>Pant Nagar</b>	Circulating area				
45.	<b>Lalkua</b>	Circulating area				
46.	<b>Haldwani</b>	Circulating area				
47.	<b>Khathgodam</b>	Circulating area				
48.	<b>Sethal,</b>	Circulating area				
49.	<b>Bijauria</b>	Circulating area				
50.	<b>Pilibhit</b>	Circulating area				
51.	<b>Nyoriya</b>	Circulating area				
52.	<b>Majhola</b>	Circulating area				
53.	<b>Khatima</b>	Circulating area				
54.	<b>Banbsa</b>	Circulating area				
55.	<b>Tanakpur</b>	Circulating area				
56.	<b>Rudrapur City</b>	Circulating area				
57.	<b>Bilaspur Road</b>	Circulating area				
58.	<b>Gularbhoj</b>	Circulating area				
59.	<b>Bazpur</b>	Circulating area				
60.	<b>Kashipur</b>	Circulating area				
61.	<b>Ramnagar</b>	Circulating area				
62.	<b>Aliganj,</b>	Circulating area				
63.	<b>Roshanpur,</b>	Circulating area				
64.	<b>Pipalsana</b>	Circulating area				
<b>24 other locations (Colony/Office/Institute)</b>						
1.	<b>Fategarh Railway Colony.</b>	<b>01</b>				
2.	<b>Farrukhabad-Goods Shed Platform.</b>	<b>01</b>				
3.	<b>Kasganj - Near Parcel office.</b>	<b>01</b>				
4.	<b>Mathura Cant-Near Platform No.02</b>	<b>01</b>				
5.	<b>Budaun- Railway Colony</b>	<b>01</b>				
6.	<b>Haldwani-Railway Colony.</b>	<b>01</b>				
7.	<b>Khathgodam- 01 ATM at Food Plaza, 01 ATM In front of MFC.</b>	<b>02</b>				
8.	<b>Kashipur - Railway Colony.</b>	<b>01</b>				
9.	<b>Pilibhit -01 ATM at Railway Hospital, 01 ATM</b>	<b>02</b>				

	<b>at Railway Manoranjan Sansthan.</b>					
10.	<b>Thankpur -02 ATM Near Thokar line (In Main Road)</b>	<b>02</b>				
11.	<b>Izzatnagar - 01 ATM at Kudesiya Colony, 02 ATM at New Model Railway Colony Near Air force gate, (01 ATM Matri Sansthan, 01 ATM at Divisional Railway Hospital.</b>	<b>05</b>				
12.	<b>Bareilly City -01 ATM at Chaupla Railway Colony, 02 ATM at In front of Manoranjan Sansthan Bikaner hotel.</b>	<b>03</b>				
13.	<b>Fatehgarh - Railway Colony.</b>	<b>01</b>				
14.	<b>Farrukhabad-Goods Shed Platform.</b>	<b>01</b>				
15.	<b>Kasganj - Near Parcel office.</b>	<b>01</b>				

### **Agreement**

This agreement made at \_\_\_\_\_ on \_\_\_\_\_ day of 2019, between President of India acting through Divisional Railway Manger(C), Solapur, Central Railway here in after referred to as the Railway Admn. (Which expression shall include the successors and assignors) on the one part and M/s \_\_\_\_\_ herein after referred as to licensee (which expression shall include its successors and assignors) on the other part.

Now it is hereby agreed by the parties here to as follows:-

#### **1. License fee**

- a. That in consideration of payment of Rs. \_\_\_\_\_ (here enter the license fee for first year) which will be paid in advance before the commencement of the license. For subsequent years the license fee will have a 10% escalation over the previous year's license fee. The payment will be made on yearly basis in advance.
- b. In addition to license fee, Bank will have to pay GST as applicable from time to time to railways.
- c. A uniform penal rate of interest i.e. 18% per annum may be levied in case of delayed payment of license fee for installation of ATM.

#### **2. Security Deposit:-**

The Licensee will have to pay Security Deposit @ 10% of quoted amount in the following form for due fulfillment of the contract.

- a. Fixed deposit Receipt/Term Deposit Receipt/ Short Term Deposit Receipt duly issued by nationalized Bank in favour of Sr. Divisional Finance manager, Central Railway, Solapur, duly signed by the successful tenderer on the reverse side on the revenue stamp affixed. The validity of FDR/TDR/STDR should be 5 years and 6 months.
- b. That licensee had deposited Rs. \_\_\_\_\_ (Equal to 10% of the quoted amount) by way of FDR no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ bank as security deposit for the due observance of the terms and condition of this license.
- c. No interest shall be payable on the security deposit by the Railway Administration.
- d. The Administration shall be entitled to recover any money due from the license under this agreement or otherwise for the said security deposit that licensee shall on demand forthwith make good the deficiency so as to keep the security deposit at the fixed amount. The security deposit will be refunded on satisfactory completion of the contract period taking into consideration that all railway dues are cleared.

**3.** Bank will bear all the expenditure for building the structure for housing the ATM and will provide air conditioner etc. therein within permitted time.

**4.** Maintenance and regular functioning of the ATM's for all the 24 hrs should be ensured by the licensee bank. Railway administration will not take any responsibility on this account.

**5.** The Railway Administration hereby permit the said licensee bank to operate Automatic

Teller Machines at stations for the monetary transaction only subject to the rules and regulations in force of RBI / or Ministry of Finance and rules/ guidelines , laws and

amendments issued from time to time.

**6.** The licensee bank shall comply with the provisions of labour laws and rules made there

under and will also comply with the provisions of Indian Railway Act and the Rules made there under.

**7.** The licensee bank shall pay all taxes/rates/cess and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said Automatic Teller Machines counter and shall abide by the Rule/law of land in force relating to Automatic Teller Machine business.

**8.** The licensee bank has to modify their ATMs or make such additional arrangement for issue of reserved/ unreserved tickets as and when desired by the Railway Administration and all the cabling work will be done by the licensee bank.

**9. Commencement of contract :-**

**A.** The date of commencement of contract will be either (a) from the actual date of installation of Automatic Teller machines at the stations by the licensee bank, or (b) 90 days from the date of receipt of Letter of Acceptance (LOA) for installation of ATM, whichever is earlier.

**B.** If Bank wants to take electric supply from outside agency it should apply for NOC within 7 days from date of receipt of Letter of Acceptance (LOA). In this case commencement of contract will be either (a) from the actual date of installation of ATM or (b) 60 days from issue of NOC, whichever is earlier.

**10.** Maximum area for one ATM on a station will be 6 feetX6 feet and for Colony/Office/Institute, area of one ATM shall be limited upto 7.5 Sq. feet.

**11.** The licensee Bank is required to shift ATM at their own cost at any alternate site as desired by the Railways in case of any modification or construction activities required to be carried out at the station.

**12.** The licensee shall not use the said counter for any purpose other than the Automatic Teller machine Business. He will further keep it neat and clean and tidy and shall not occupy any space beyond what is shown in Para – 10 above.

**13.** The licensee shall pay all rates/ cess /taxes and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said Automatic Teller Machine counter/stall and shall abide by the rule/law of land, in force and revise from time to time , relating to Automatic Teller Machine business.

**14.** Period of Contract - That the license unless cancelled in terms of the provision herein after contained shall remain in force for a period of 5 years commencing from \_\_\_\_\_(Date of commencement) to \_\_\_\_\_(Date after 5 Years).

**15.** Termination of Contract - The licensee bank can terminate the license at any time after expiry of the period of 12 months for its coming into force by giving the Railway administration three months prior notice in writing of his intention to terminate the license. If license is terminated before expiring of 12 months, security deposit and License Fee will be forfeited.

**16.** Renewal of Contract - Before expiry of the license, licensee bank may apply for the renewal within the period of 90 days before the date of expiry of the license. License can be renewed for further period based on mutual agreement subject to the satisfaction of authorities of Railway Administration.

**17.** That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred under this Agreement.

**18.** That no building or structure of any kind whatsoever shall be erected by the licensee or the drawing of overhead or underground cable or pipelines, drainage system etc. shall be allowed without the permission in writing of the Divisional Engineer or any other Officer duly authorized by the Administration. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing. Any building or structure erected by the licensee for installation of ATM shall be treated as temporary structure.

**19.** That the licensee shall allow the Administration free access at all time, to the said land and shall whenever so requested by the Administration forthwith pull down or replace any structure which the Administration shall consider to be improperly situated.

**20.** That nothing herein contained shall be constructed to create tenancy in favour of the licensee of the said premises and the Administration may or mere motion determines this license and retake absolute possession of the land.

**21.** That the Administration shall not be liable for any loss or damage howsoever caused to the Property belonging to the licensee stacked on the land hereby licensed. It will be obligation on the part of the licensee to keep adequate fire fighting arrangements, such as, fire buckets filled with water or fire sand in the site at his own expense at the risk of fire.

**22.** In addition to the aforesaid amount the licensee shall further pay to the Administration through Senior Station Manager the electric installation charges, rent for the meter charges for electricity consumed, as per the meter installed for the purpose, which must be paid on third day of the month following to which those relates. "Electric supply shall either be given by Railway or licensees have to take it from outside agency, for which NOC will be given by railways, and in such cases, party will ensure to get the connection within the installation period of 90 days,"

**23.** The contract shall be governed by General Conditions of contract (GCC) with latest amendments if any and special conditions of the contract given below. Where there is any conflict between the Special conditions and General Conditions of contract, the former shall prevail.

**24.** The Administration also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.

**25.** Subject, as otherwise provided in the license, all notices to be given on behalf of the President of India and the action to be taken in his behalf maybe given or taken on his behalf by Divisional Railway Manager/Senior Divisional Commercial Manager.

**26.** That the licensee shall be governed by the rules, regulation and instruction which are in force or which may hereafter come into force governing the use of the said land. The licensee further undertakes to pay all the taxes levied by or on behalf of the Administrative local body or civil body.

**27.** The Administration reserve the right to cancel this license without assigning any reason at any time on giving 90 days notice in writing to bank. Licensee shall vacate the land, on expiry of the period of notice and remove all materials and structures, if any

belonging to the licensee. In case the licensee fails to restore the land to its original state as required by the Administration. The Administration. may do so at the risk and cost of licensee and the expenses so incurred shall be recoverable from the security deposit and/or any other money that is due to the licensee for Admn.

**28.** If on the expiry of the license the licensee continues to use the land, he shall be liable to pay compensation which should be equivalent to proportionate license fees or higher prevalent at the station and the licensee shall be entitled to remove its belongings only when he has paid all the charges due to the Administration.

**29.** After expiry of the licensed period, the licensee should immediately vacate the plot allotted and hand over the possession to the person authorized by the Admn. on its behalf or apply for renewal of the license within 90 days from the date of expiry of the license. In the event of failure on the part of licensee either to vacate the premises on the expiry of license period or failure to apply for renewal of the license, within 90 days of the expiry of the license, the Admn. shall be entitled to recover without prejudice to other rights of the Admn. under this agreement or the law for the time being in force, the license fee at the rate double the normal license fee already agreed to if the license for such period the plot remains in the possession of the licensee.

**30.** Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at his/there last known

place. Any notice to be served by the licensee on the Administration shall be deemed to be sufficiently served if delivered at the office or sent by the registered post addressed to the Senior Divisional Commercial Manager of the division.

**31.** It will be the obligation on the part of the licensee bank to keep the adequate fire fighting arrangements such as fire buckets filled with water or fire sand at the site of his own expense.

**32.** The Railways will not be responsible for any loss of cash, any loss of installation or any loss of equipment due to whatsoever the reason may be.

**33.** Railway Administration reserves the right for deduction of Railway due from contractors Security amount on the following grounds:-

i. Any amount imposed by the Railway Administration as fine under the penalty clause.

ii. Any amount which Railway becomes liable to the Government/Third party on the behalf of any default of the contractor or any servant/agent.

iii. Any payment/fine made under the order/judgment of any court/non-forum or law enforcing agency or any person working on his behalf.

iv. Any amount become due to Railway on any account.

**34.** The contractor shall reimburse the security deposit to the extent the said amount is deducted within 15 days period failing which it will be considered and treated as breach of the agreement.

**35.** The court of the place from which the acceptance of the tender has been issued shall along have jurisdiction to decide any dispute arising out of or in respect of the contract.

**36.** That this agreement shall remain in force for a period of five years unless determined under any provision herein after.

i. Provided that it shall be always lawful for the Railway Administration to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the licensee may suffer by means of such termination by giving the licensee 90 days prior notice in writing of its intention to terminate the license.

ii. Provided that the termination of the licensee under this clause or any other clause

herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the Railway Administration has against this license in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of licensee, here in prior to the termination of the said agreement.

**37.** In the event of earlier termination before the expiry of agreement, licensee shall forthwith remove its belongings and restore the said places or compartments whichever applicable to licensee in the original condition without any objection or Opposition.

**38.** The contractor shall comply with all the provisions of Labour Laws and Rules made there under and will also comply with the provisions of the Indian Railways Act and the Rules made there under the contractor shall also indemnify the Railway Administration for any loss and the damages suffered due to violation of the above provisions.

**39.** Licensee will be liable for damages up to Rs. 5000/-(Five Thousand) per default on the following:-

- a. Late payment of Railway dues up to 10 (Ten) days.
- b. Not following the instructions of the Railway Administration regarding advertisement after 10 (Ten) days.
- c. Dishonoring of Cheques /Drafts.
- d. Any staff of the licensee found in drunken condition/indulging in bad conduct.
- e. Any staff of the licensee found creating nuisance on duty.

**40.** In the event of failure on the part of contractor in payment of display charges or any other charges due to the Railway Administration will have the right to determine the contract and to discontinue the display forthwith and confiscate the advertisement and other materials of the contractor without prejudice to other rights available.

**41.** The Railway Administration shall not be responsible for the loss or damage caused to Bank due to total Discontinuance of this scheme under the agreement for any reasons whatsoever.

**42.** Security of ATM centers including cash: Railway administration shall not be responsible for any damage/ loss to the ATM machine and other equipments including cash. Railway administration shall not be responsible to provide security. However, are permitted to have your own additional security personnel carrying proper ID and authorization.

**43.** The Railway Administration reserves the right to recover suitable damages for irregularities/defaults committed by the licensee on his/their employees.

**44. FORCE MAJEURE CLAUSE**

If at any time, during continuance of this contract, Railway will not be liable for any

damages or loss to ATM or any components thereof or the cash in whole or part, due to theft, war, hostility act of the public enemy, public agitation, civil commotion, sabotage, fires floods, earthquakes, explosions, strikes, epidemics, quarantine, restrictions, lockouts, any statute, statutory rules, regulations order of requisitions issued by any Government Department or competent Authority or acts of GOD.

**45. Arbitration**

a. In the event of any question, dispute of difference arising under these conditions or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator, by the General Manager Central Railway. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an Opportunity to deal with the matters to

which of the contract relates or who in the course of their duties as railway servant have expressed views on all or any the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

b. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court to act for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

c. It if further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not referred to arbitration at all.

d. The cost of Arbitration shall be borne by the borne by the respective parties. The cost of Arbitrator shall be inter-alia indulge fee of the Arbitrator as per rate fixed by the Railway Administration.

e. Where the Award is for 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.

f. The arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.

g. Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

h. The venue of arbitration shall be the place where the contract is signed or such other place as the arbitrator at his discretion may determine.

i. In this clause. The authority to appoint the arbitrator includes, if there be no such authority, the officer who is the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

**46. JURISDICTION:-**

Any litigation arising out of the contract shall be only within the jurisdiction of the Competent Court in Solapur District area.

**47.** Amendment/modifications in the Policy on allotment of ATMs by Ministry of Railways from time to time will automatically be applicable.

Signed for and on behalf of Railway

Shri.....  
Railway

for and on behalf of

Signed for and on behalf of Bank

Shri.....

for and on behalf Bank

Witness:

1. ....

2. ....