

**MEMORANDUM OF INFORMATION FOR THE ALLOTMENT OF PARKING LOT IN MG ROAD, RMC  
AREA**

1. Cost of Tender Document Fee N.A.
  
2. Last date and time of download of Tender Document
  
3. Last date and time of bid submission
  
4. Time and date of opening of Bids .
  
5. Amount of Earnest Money and Tender Document Fee in the form of Bank Draft will be submitted physically in the office. The EMD will be 25% of tender amount.  
  
Tenderer/Applicants are advised in their own interest to visit and see the parking lots before submitting their tender.
  
6. The allotment shall be made purely on 'as is where is' basis and no representation for dispute in the area or any account, whatsoever, shall be entertained in this regard.
  
7. The Tenderers has to submit their in two envelop Technical Bid and Financial Bid.
  
8. The Tenderers has to submit all the required details mentioned in the Tender documents. All the required Documents has to be submitted to the office
  
9. Tender application for fresh allotment will be entertained only upon furnishing a "No dues Certificate" in the form of an undertaking on non judicial paper that nothing is payable against him/them from any previous contract/agreement/work awarded by the RMC.
  
10. The detailed terms and conditions of allotment shall be as per the Draft Surface Parking Licence Agreement enclosed (Annexure -IV)
  
11. The period of contract shall be for ten months for the period upto ..... subject to the provisions contained in Annexure -IV

12. RMC reserves the right to allot/cancel the Tenders invited for the allotment of any/all parking lots as it may consider deem fit and proper and to reject any/all the tenders/applications without assigning any reasons.

Signature of Tenderer/Applicant

Address\_\_\_\_\_

## **Annexure-I**

Instructions for the Biddeers for the Online Bid Submission for the allotment of Parking Lots in MG ROAD RMC AREA.

Tender Document can be downloaded from the [www.ranchimunicipal.com](http://www.ranchimunicipal.com). The Bids needs to be submitted at office. Earnest money and Tender document fee needs to be physically deposited in the office of RMC and the details of the fees needs to be submitted online at the e-tendering portal.

### **(Technical Bid):-**

All the forms available in the stage needs to be filled in properly and all the documents required needs to be submitted in the required format and should be clearly visible. Tenders not containing or not accompanied by the aforesaid documents / details would not be considered and would be rejected outright. Technical bid will be opened first and only if it is found complete in all respect . It should be duly signed by the authorized signatory of the firm or contractor. All the documents should be properly page numbered along with index at the top. The Financial bid would be opened. The decision of RMC shall be final and binding . No claim whatsoever in this regard shall be entertained.

The Tenderers shall give a presentation of Parking Vending Machines and online Revenue Collection process on time scheduled by RMC.

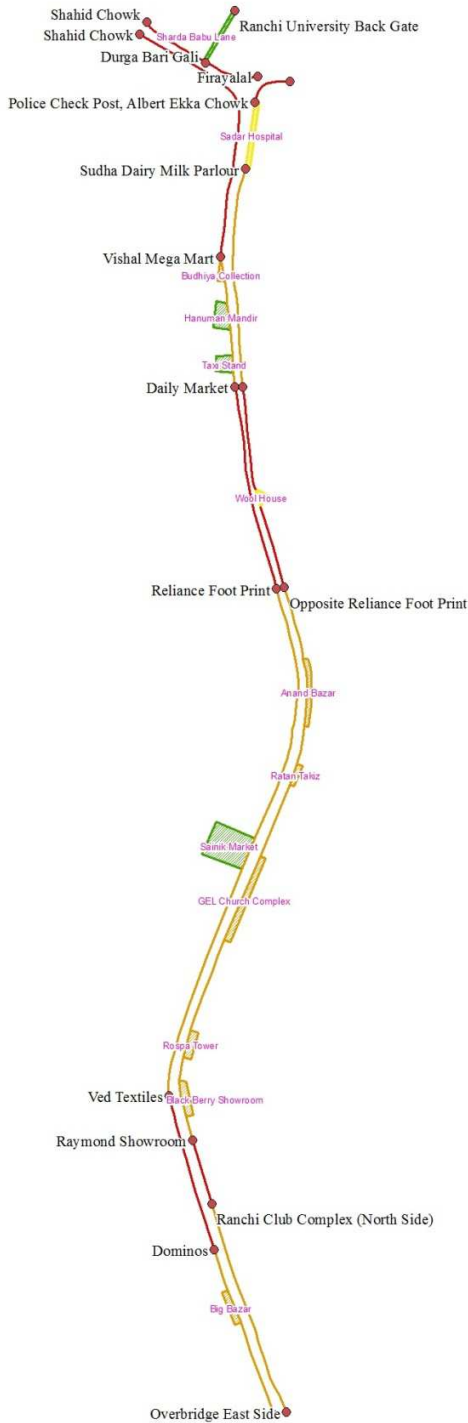
### **(Financial Bid):-**

The tenderers needs to submit their Financial bid in the specified format made available in Financial bid stage of the tender and needs to be submitted along with technical bid in separate envelop. The minimum reserve price for monthly license fees of MG Road, Ranchi parking is ₹10,00,000/- (Ten Lakhs only) excluding all taxes. (Service Tax, EPF No. of Employees, etc.) The heights monthly license fee will be considered as successful bidder.

## ANNEXURE – II

**:: SITE DETAILS ::**

# Parking Management Plan for M.G. Road, Ranchi



### A: Parking Areas

- Green
- Yellow
- Orange

#### Eastern Flank of M G Road

S.No.	Location	Area (in Sqm)	Parking Colour
1	Sharda Babu Lane	290.102	Green
2	Sadar Hospital	869.279	Yellow
3	Wool House	237.059	Yellow
4	Anand Bazar	861.884	Orange
5	Ratan Takiz	322.685	Orange
6	GEL Church Complex	1490.660	Orange
7	Rospa Tower	637.184	Orange
8	Black Berry Showroom	746.429	Orange
<b>Total</b>		<b>5455.282</b>	

#### Western Flank of M G Road

S.No.	Location	Area (in Sqm)	Parking Colour
1	Big Bazar	579.132	Orange
2	Sainik Market	4070.660	Green
3	Taxi Stand	742.508	Green
4	Hanuman Mandir	1033.650	Green
5	Budhiya Collection	253.489	Orange
<b>Total</b>		<b>6679.439</b>	

### B: Parking Lines

- Orange
- Red (No Parking: Tow Away Zone)

#### Eastern Flank of M G Road

S.No.	From	To	Length (in meters)	Parking
1	Shahid Chowk	Firayalal	212.155	Red
2	Durga Mandir, Albert Ekka Chowk	Police Check Post, Albert Ekka Chowk	77.012	Red
3	Sudha Dairy Milk Parlour	Shivam Jewellers (Opposite Daily Market)	366.597	Orange
4	Shivam Jewellers (Opposite Daily Market)	Dr. Fatehulla Road	171.251	Red
5	Wool House	Opposite Reliance Foot Print	139.867	Red
6	Opposite Reliance Foot Print	Raymond Showroom	965.851	Orange
7	Raymond Showroom	Ranchi Club Complex (North Side)	110.171	Red
8	Ranchi Club Complex (North Side)	Overbridge Eastern Side	371.131	Orange
<b>Total</b>			<b>2414.034</b>	

#### Western Flank of M G Road

S.No.	From	To	Length (in meters)	Parking
1	Overbridge Western Side	Dominos	292.959	Orange
2	Dominos	Ved Textiles	267.646	Red
3	Ved Textiles	Reliance Foot Print	886.802	Orange
4	Reliance Foot Print	Daily Market	344.513	Red
5	Daily Market	Vishal Mega Mart	217.701	Orange
6	Vishal Mega Mart	Shahid Chowk	461.336	Red
<b>Total</b>			<b>2470.958</b>	

**Eastern Flank of M G Road**

S.No.	From	To	Parking
1	Shahid Chowk	Firayalal	Red
2	Durga Mandir, Albert Ekka Chowk	Police Check Post, Albert Ekka Chowk	Red
3	Sudha Dairy Milk Parlour	Shivam Jewellers (Opposite Daily Market)	Orange
4	Shivam Jewellers (Opposite Daily Market)	Dr. Fatehulla Road	Red
5	Wool House	Opposite Reliance Foot Print	Red
6	Opposite Reliance Foot Print	Raymond Showroom	Orange
7	Raymond Showroom	Ranchi Club Complex (North Side)	Red
8	Ranchi Club Complex (North Side)	Overbridge Eastern Side	Orange

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5	Daily Market	Vishal Mega Mart	Orange
6	Vishal Mega Mart	Shahid Chowk	Red

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**Total** **6679.439**

### **ANNEXURE – III**

#### **DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER FORM**

1. Basic information about Bidder and parking site for which the Bid has been submitted
2. Copy (self attested) of Certificate of Registration with RMC (if bidder is RMC registered Contractor)
3. No Dues Certificate issued under the signatures of Assistant Municipal Commissioner if bidder is RMC registered Contractor)
4. Tender fee & EMD in the form of DD
5. An affidavit that the firm or contractor has not been blacklisted by any of the Govt. Organization / PSUs
6. Valid PAN, Service Tax & VAT registration Certificate. The Latest VAT & Service Tax Return /Acknowledgement should be submitted along with the above Registration Certificates issued by concerned Department.
7. Other documents as per the Bid Documents.

**ANNEXURE – IV**

**Draft Surface Parking License Agreement**

This Agreement (the "Agreement") for operation and maintenance of the approved parking lot is made this {day} of {month}, {year} at {place} and entered into:

BY AND BETWEEN

[Define the entity with complete narration] (hereinafter referred to as the CONTRACTOR) and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, a (state the type of contracting entity) body, having its principal office at {state the principal/registered place of incorporation/residence/work},

AND

Ranchi Municipal Corporation (hereinafter referred to as RMC interchangeably) and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, a statutory body within the meaning of Ranchi Municipal Corporation.

RECITALS

WHEREAS, the RMC regulates the parking of vehicles by providing surface parking facilities in its area with the objective of effecting a congestion free public transportation on roads, pathways, areas ("Parking Lots") to serve the transport commuters of/within New Ranchi; and

WHEREAS, RMC had, invited competitive proposals through an open bid for operating and maintaining the parking lots. In response thereto RMC received proposals from several persons including the CONTRACTOR.

WHEREAS RMC, after evaluating the aforesaid bids accepted the Bid submitted by the CONTRACTOR and issued Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ to the CONTRACTOR for grant of license for operating and maintaining the surface parking lots and to collect parking charges from the public

WHEREAS, the parties hereto desire to set forth agreed-upon responsibilities for and in connection with the grant of license for operation and maintenance of the Ranchi ("Parking Lots").

NOW THEREFORE, it is hereby agreed by and between the RMC and the CONTRACTOR as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

a.	<b>"Act"</b> means the JMC Act 2011.
b.	<b>"Agreement"</b> shall mean this agreement executed between RMC and the CONTRACTOR and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums and alterations hereof.

c.	<b>“Applicable Laws”</b> shall mean, as to any person, the certificate of in Council and byelaws or other organizational or governing documents of such person, all domestic or foreign laws (including but not limited to any environmental laws), treaties, ordinances, judgments, injunctions, writs, orders and stipulations of any Court, arbitrator, governmental agencies or authority and statute, rules, regulations, orders, and interpretations thereof of any federal, State, Provincial, county, municipal, regional, environmental or other government entity, instrumentality, agency, authority, court or other body (i) applicable to or binding upon such persons or any of its property or to which such person or any of its property is subject (ii) having jurisdiction over all or any part of the products or otherwise in connection with Seller’s obligations under this agreement.
d.	<b>“Authority”</b> shall mean any government entity.
e.	<b>“Council”</b> means the Ranchi Municipal Corporation as defined under the Act.
f.	<b>“Government Entity”</b> shall mean any central, state or local governmental, regulatory statutory authority or body and any entity exercising executive, legislative: Judicial; regulatory or administrative functions of or pertaining to government within the Territory.
g.	<b>“Parking Lot”</b> means any Council’s approved area for temporarily stationing of the vehicles.

2. **LICENSE FEE**

Subject to the terms and conditions herein set out, the RMC does hereby grant and the CONTRACTOR does hereby accept the license to operate and maintain the licensed parking lot/(s) more specifically described in Annexure - II of this agreement. The CONTRACTOR shall be entitled to levy and collect the surface parking fee from the users of the surface parking lots as per Annexure-VI of this agreement. In consideration of the RMC having granted such license to the CONTRACTOR, the CONTRACTOR shall pay to RMC an amount of Rs \_\_\_\_\_ per month (the License Fees) during the term of the license. The contractor will have to pay the one quarter fees as a security deposit and one quarter fees in advance after the award of work.

3. **DESCRIPTION OF PARKING LOTS**

The parking lots consist of the defined & marked surface parking area, parking bay within RMC limits, as more particularly described in Annexure -II the "Parking Lot Site Plan," attached hereto and incorporated herein as an integral part of this Agreement.



#### 4. **TERM**

If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to Council, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit will stand forfeited in favour of the Licensor (Council).

Notwithstanding anything contrary contained in this agreement, nothing would prevent the Municipal Commissioner to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the CONTRACTOR whatsoever.

#### 5. **OPERATIONS**

##### A. **Hours of Operation**

The CONTRACTOR shall operate the parking lots for 14 hrs a day from 8AM to 10 PM throughout the year.

##### B. **Parking Rates**

The parking lots of RMC area are categorized in Group 'A' (Green Category Parking), Group 'B' (Yellow Category Parking), & Group 'C' (Orange Category Parking), according to the demand for parking. The CONTRACTOR shall charge rates for parking as approved by RMC as specified in Annexure-VI of this agreement.

##### C. **Security**

The CONTRACTOR shall be responsible for and shall provide security routine and shall respond to crimes on parking lots.

##### D. **Parking Enforcement/Towing**

The CONTRACTOR shall be responsible for the enforcement of parking payments and violations according to rules and regulations established by RMC. The CONTRACTOR shall assist in the towing of illegally parked vehicles, by RMC or by the Ranchi Traffic Police.

##### E. **Parking Vending Machines and Revenue Collection**

The CONTRACTOR shall have to install "Point of Sale Machine" or "Hand Held Device" or any other machine/device as approved by RMC to record the time of entry and the Reg no. of the vehicle at his own cost. Failure to provide and maintain such machines shall attract penalties as per provisions of this agreement. Further it can be extended to online real time billing connected with central server on mutually agreed terms & conditions. The contractor should make a web based dash board to view daily collection report and other MIS.

#### **Parking Area**

The CONTRACTOR shall operate the parking within the designated area as per **Annexure - II** to this agreement. A white line shall be drawn earmarking the area. No portion of any parked vehicle will be allowed to hang out of white line. In case of violation is observed the vehicles can be towed away by the RMC or by Traffic Police and the CONTRACTOR will be liable for penalty as per the provisions of this agreement.

## ANNEXURE - V

### **:: GENERAL TERMS & CONDITIONS ::**

- a) That the parking lots are allotted on 'as is where is' basis and the CONTRACTOR agrees not to raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.
- b) That the CONTRACTOR agrees that no rebate whatsoever shall be admissible for the parking lots for national functions, temporary official functions of the Council/Government/Authorities or any entity duly authorized & permitted by the RMC to hold any function at the parking place.
- c) That the RMC agrees to grant license to the CONTRACTOR for a period ten months for the period upto 31.03.2017 from the allotment date subject to the successful Tenderer depositing the two month's license fee with four month's Security deposit after adjustment of the Earnest Money deposited if any.
- d) That the license fee shall commence from the fourth day of the allotment date. Or date of receipt of the Letter of Acceptance, whichever is earlier. That it is a term of this agreement that the CONTRACTOR shall at no time raise any dispute regarding the date of commencement of license fee and nor it shall be entertained for any reason whatsoever by the Council. It is agreed that should in case the CONTRACTOR defaults in the payment of two monthly installments, this agreement shall be liable for automatic termination and forfeiture of security deposit. It is agreed that the CONTRACTOR shall be fully liable to pay for all/any of the charges/fee/tax levied by any statutory/governmental authority and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and RMC shall not entertain any claim (s) in this regard.
- e) That the CONTRACTOR agrees to pay the license fee to be deposited in RMC treasury by way of a Demand Draft payable in favour the Municipal Commissioner, RMC by the 7th of each month in advance and shall be liable to pay an interest @12% for its failure/inability to pay the sum due to the RMC. The interest shall be charged for the entire month in case of delayed payments.
- f) That the CONTRACTOR agrees to deposit two months' license fee as a refundable security deposit with the Council to be released only upon successful completion of the work (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.
- g) That the parties agree that the CONTRACTOR shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the license deed on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the tenderer within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the RMC to deal with the said parking lot as it deems fit and proper.

h) That the parties to this agreement shall expressly communicate in writing as regards any change in/of address, constitution or otherwise at the address & manner of communication as set in this agreement.

7. That the CONTRACTOR shall not operate for parking in a radius of 50 mtrs of any intersection.

8. That the parties hereto agree that the CONTRACTOR shall not be eligible for any rebate, refund or modification whatsoever to the CONTRACTOR's financial commitments/obligations to the RMC for whatever reason. However if the area of the parking lot is affected due to execution of any civil/excavation work by any governmental authority, the CONTRACTOR shall submit his report within 7 days of the date of occurrence of the hindrance supported with photograph and verified by an officer duly authorized in this behalf by Council. The proportionate rebate of intervening period from the date of receipt of notice from contractor and receipt/acceptance of report of concerning department shall be worked out and will be adjusted accordingly against the license fee payable on pro-rata rate by the contractor for future period, however, till receipt and acceptance of report the contractor shall continue to pay the original license fee as fixed at the time of allotment. After completion of the work, a similar report shall also be submitted to determine the actual period of hindrance.

9. That the CONTRACTOR shall not cause any interference/hindrance to any activity of the RMC or any government authority at the parking site in regards to the laying of pipe/conduit/cable etc and the the CONTRACTOR get the affected area redone at his own expense in an expedient manner as is expected of a prudent person.

10. That the CONTRACTOR agrees that it shall conform to the RMC pattern for parking of cars/two wheelers including inlet and exit for and the CONTRACTOR shall be bound to park the vehicles according to that said pattern and that in no case shall the CONTRACTOR allow washing of the cars/two wheelers/servicing/repairing etc. in the parking lot/area and that the CONTRACTOR shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection.

11. That the RMC agrees to provide a display board, indicating therein the site number, identification of the parking site, name & telephone number of the CONTRACTOR, number of cars/two wheelers allowed to be parked and the rate of the parking fee. The responsibility for maintenance of display boards shall be of the CONTRACTOR and in case shall it be removed, damaged and failure to protect and maintain the said display board shall render the CONTRACTOR liable for a penalty as per clause.

12. That the CONTRACTOR agrees to operate & personally supervise the operation and maintenance of the parking lot round the clock for the entire period of this termination and the CONTRACTOR agrees further to realize the parking fees as per Schedule appended to this Agreement at the rates prescribed therein.

13. That it is a term of this agreement that the CONTRACTOR shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the vehicle (s) parked at the parking lot and the CONTRACTOR shall also be responsible liable for any damages/losses suits arising out of such an incident. That the Council shall not be liable or responsible for any omissions or commissions by the CONTRACTOR and/or its staff or any third party and the CONTRACTOR shall indemnify the Council for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the CONTRACTOR.

14. That the CONTRACTOR shall manage the parking by himself or through his employees, but shall not be allowed to sublet the parking site to any other person. The contract shall be liable to be determined with immediate effect it is noticed by the RMC that in violation of the clause, he has allowed any other person other than his employee, to run the parking lot. A penalty as provided under clause No.45 shall be imposed and if violation continues the Council reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.

15. That the CONTRACTOR shall only employ uniformed Parking Attendants at parking site only after getting their police verification done. The CONTRACTOR shall keep the RMC informed of the particulars of the Attendants deployed by him at the parking site from time to time. The CONTRACTOR shall ensure that all the Parking Attendants wear blue uniforms with Badges displaying their names.

16. That the CONTRACTOR shall not store any articles or allow any vendor or encroachment at the parking sites. He shall also not be allowed to erect any structure at the parking site, temporary or permanent. In case such structure has been erected by the CONTRACTOR, he shall be liable for prosecution. Such structure, if erected by the CONTRACTOR unauthorizedly, shall be removed/demolished at the risk and cost of the CONTRACTOR by the RMC. The CONTRACTOR shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at parking site, the same will be removed without any notice with an imposition of a penalty as per clause.

17. That it is a condition of this agreement that the land of the parking site shall always remain the unhindered & exclusive property of the RMC and the CONTRACTOR shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.

18. That the CONTRACTOR shall keep a complaint book at parking site and shall be made available to the vehicle owners/visitors to note down their complaints. However the RMC through its authorized officials/officer shall have the right to check the Complaint Book for initiating action or taking cognizance as and when it considers it proper.

19. If the CONTRACTOR is found parking or letting any parking outside the white line/demarcated line drawn by the RMC, a penalty as provided shall be imposed with the Council reserving its right to tow away such vehicles at the cost of the CONTRACTOR and/or terminate the allotment with the forfeiture of security deposit.

20. The CONTRACTOR shall honour the (FREE) 'Parking Passes/Stickers' issued by RMC to the vehicles of RMC Officers, Members of Council and passes issued by the Central Govt. & Government of NCT of Ranchi with the liberty of the RMC to sign MOU with any association of traders/authority for providing free parking, with any traders association/society/authority which shall also be honoured by the CONTRACTOR of the parking lot without any interference of license fees what so ever.

21. The parking the CONTRACTOR shall have to install "Point of Sale Machine" or "Hand Held Device" or any other machine/device or according to such other directions/instructions issued by the RMC in this regard at his own cost and if any complaint of over-charging is received from the complainant or any violation is noticed, the same shall be investigated by an Officer of the Council and if found true, then a penalty of minimum amount of Rs. Rs.5,000/- for first complaint shall be imposed on the CONTRACTOR and for second and subsequent violation, action shall be taken against the CONTRACTOR as per provision.

22. That the parties agree that if parking lot is surrendered/abandoned by the CONTRACTOR during the year, he shall not be entitled for any refund of the balance amount of the license fee lying to his credit and the security amount deposited at the time of agreement shall stand forfeited.

23. That it is agreed between the parties that in case the RMC for reasons beyond its control or change in government policy, law or direction by any authority is not able to hand over physical possession of a particular parking lot to the CONTRACTOR, the CONTRACTOR shall accept the alternative parking lots to be offered to him in lieu of the parking lot tendered by him without any demur. However if the CONTRACTOR fails to operate the parking lot at the alternative site, he shall be liable to pay the license fee for the remaining period of the original contract and no refund will be allowed to him on this account. The CONTRACTOR shall run the new parking lot at the rates determined by the RMC for pro-rata basis for the remaining period of the original contract.

24. The CONTRACTOR shall provide a board at the entrance displaying "PARKING FULL, KINDLY SEEK ALTERNATE PARKING, in case the parking is full, to avoid inconvenience to the intending visitors to the parking lot at his own cost.

25. ***Subject to the terms and conditions more expressly contained in this agreement, the RMC shall have the right to terminate the agreement without any notice for the following violations: -***

(a) If the CONTRACTOR commits breaches of any of the conditions.

(b) If the CONTRACTOR is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

(c) If the CONTRACTOR or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the Council or is convicted by any orders of the Court.

(d) If the RMC has a reason to believe that the parking contract has been transferred/sold or in any way alienated to any third party or that the parking site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such parking space.

(e) If the CONTRACTOR makes any encroachment on the public land.

- (f) If the parking is used in such a way that it obstructs the passage for the pedestrian traffic.
- (g) If the parking site is used for any purpose other than parking of private cars/motorcycles/two wheelers/two wheel motor vehicle etc.
- (h) If the CONTRACTOR obstructs the entry of Chairperson/Member of the Council or any other Officer authorized by him/her.
- (i) If the CONTRACTOR charges parking fee not in conformity with the prescribed rates.
- (j) If the CONTRACTOR refuses to park any vehicle when parking space is available.
- (k) If the CONTRACTOR refuses to produce the complaint book to the vehicles owner/RMC.
- (l) If the CONTRACTOR puts up any super-structure in contravention of the terms & conditions.

**26. MAINTENANCE**

**a. General Understanding**

The CONTRACTOR shall maintain, at the CONTRACTOR's sole cost and expense the Parking lots, parking ticket vending machines and other machines as RMC may require such as a public address messaging systems.

**b. OWNERSHIP**

RMC shall have an absolute & exclusive right/title/interest in the parking lot/area/bay used by the CONTRACTOR for parking facilities and in no way shall the user of such property for parking purposes imply of granting any title or ownership to the CONTRACTOR.

**c. INDEMNIFICATION**

Indemnity

The contractor shall indemnify & remain liable to compensate for all losses incurred by the RMC including the costs of any legal action for such a claim filed against the RMC in a court of law and is decreed against the RMC, the RMC will be entitled to recover the entire amount with full costs.

**27. NOTICES**

All notices with respect to this Agreement shall be given by Speed Post (Department of Posts)/Registered Post to the parties or to such other person, addresses or telephone numbers as the parties may designate in writing from time to time.

RMC:  
Municipal Commissioner  
Ranchi Municipal Corporation  
Ranchi

CONTRACTOR:  
[Narrate the complete postal address of the contractor]:

## **28. MISCELLANEOUS PROVISIONS**

### INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a. Words Importing persons or parties shall include firms and Councils and any organization having legal capacity;
- b. Words importing the singular shall include the plural and vice versa where the context so requires;
- c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. Reference to any gender includes a reference to all other genders;
- e. References to the words "include" or "including" shall be construed without limitation;
- f. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

## **29. CONFIDENTIALITY**

Each Party shall hold in confidence and shall use its best efforts to ensure its officers and employees hold in confidence, the terms and conditions of this AGREEMENT and all relevant confidential information. Neither Party shall disclose, publish or make copies of this AGREEMENT or confidential information, unless required to do so by law, without the written consent of the Party to which the information relates. This obligation shall survive the termination of this AGREEMENT for a period of one (1) year from the date of such termination. In addition to any other rights and remedies provided by law or Agreement for breach of the obligations of this Article, the Parties agree that breach of this provision could cause irreparable damage to the other Party and thus that specific performance and injunctive relief shall be available as remedies for such breach.

## **30. ENTIRE AGREEMENT**

Together with the other Agreements referenced herein, this Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous Agreements, representation and understandings of the parties' relative thereto.

### **31. HEADINGS**

The subject headings of the articles and paragraphs in this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

### **32. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

### **33. CONSTRUCTION AND INTERPRETATION OF AGREEMENT**

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

### **34. AMENDING AGREEMENT**

Future amendments to this Agreement shall be processed by mutual Agreement of the parties and shall be in writing.

### **35. SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

### **36. DISPUTE RESOLUTION**

#### **Mediation**

The parties shall use their best efforts to settle amicably all disputes including any unresolved controversy or dispute arising out of or in connection with the existence, interpretation, performance, or termination of this Agreement, arising out of or in connection with this Agreement ("Dispute").

(i) The party raising the Dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.

(ii) The Dispute will be referred for resolution between Mr. [ ] of RMC (or any other person duly authorized by RMC) and [ ] of the CONTRACTOR or any other person duly authorized by the CONTRACTOR. The Dispute will then be resolved by them and the agreed course of action documented, within a period of ten (10) days.



## **Arbitration**

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the Principal Secretary, UDD or some other officer nominated by the Principal Secretary, UDD.

The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make.

The place of arbitration shall be Ranchi. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian law.

Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

## **37. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions as above, the courts of law located in New Ranchi shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

## **38. GENERAL**

### **AUTHORITY**

Each party represents that it has the authority to enter into and perform all of the obligations set forth in this Agreement.

### **COMPLIANCE WITH LAWS**

Each party shall comply with all applicable central, state and local laws, regulations and ordinances including, but not limited to, the regulations of the India and in case of the CONTRACTOR defaulting in performing any of the above conditions he/she will be debarred for bidding of any tender/NIT of RMC and will be black listed for three years.

### **39. FORCE MAJEURE**

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents the CONTRACTOR from performing its obligations under this Agreement, does not end within thirty (30) days, then the Council shall be entitled by written notice to terminate this Agreement.

### **40. WAIVER**

Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

### **41. ASSIGNMENT**

Neither party can assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

### **42. ENTIRE AGREEMENT**

This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any and all prior oral or written communications between the parties relating to the subject matter hereof [\*]

### **43. INDEPENDENT CONTRACTING PARTIES**

Both parties are independent Principals. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

### **44. LOST PROFITS/CONSEQUENTIAL DAMAGES**

In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

45. That the licensee shall abide by terms and conditions of this agreement and all rules and regulations, orders, instructions that the RMC may from time to time make or adopt or issue for the care, protection and administration of Parking and if any violation in this regard is noticed on the part of licensee, the penalties leviable as noted below will imposed.

<b>Sr. No.</b>	<b>Offence</b>	<b>Penalty</b>
1.	<b>First</b>	<b>25% of the monthly license fee.</b>
2.	<b>Second</b>	<b>50% of the monthly license fee.</b>
3.	<b>Third</b>	<b>75% of the monthly licence fee.</b>
4.	<b>Fourth</b>	<b>One month license fee.</b>

All activities including day to day inspections will be carried out by Officers of different departments of the RMC and their decision on fixing penalty shall be final and binding on the licensee.

IN WITNESS WHEREOF, RMC and the CONTRACTOR have entered into this Agreement as of {th} day of {month} 2016 here at New Ranchi.

Ranchi Municipal Council

Authorized Signatory

Witnesses:

[narrate the particulars of the contractor]

## ANEXXURE - VI

### :: RATE CHART::

#### **Group A (GREEN PARKING)**

Type of vehicle	Rate of surface parking	Duration
1. Car	20/-	First three hours
	20/-	For every subsequent hour & part thereof
	500/-	Per month
2. Scooter	5/-	First three hours
	5/-	For every subsequent hour & part thereof
	250/-	Per month

#### **GROUP B (YELLOW PARKING)**

1. Car	30/-	For first 2 hours
	30/-	For every subsequent hour & part thereof
	1000/-	Per month
2. Scooter	10/-	For first 2 hours
	10/-	For every subsequent hour & part thereof
	500/-	Per month

#### **GROUP C (ORANGE PARKING)**

1. Car	40/-	For first 1 hours
	40/-	For every subsequent hour & part thereof
	1500/-	Per month
2. Scooter	10/-	For first 1 hours
	10/-	For every subsequent hour & part thereof
	750/-	Per month

(Note: The facility of monthly charges shall be allowed to the shop owners/ office employees only).

## ANNEXURE - VII

**FORMAT FOR FINANCIAL BID**

(ON COMPANY LETTERHEAD)

To,

The Municipal Commissioner,

Ranchi Municipal corporation

SUBJECT: FINANCIAL BID - TENDER FOR ALLOTMENT OF AUTHORISED PARKING SITES AT MG ROAD RANCHI UNDER THE JURISDICTION OF RMC

Dear Sir,

With reference to the invitation to Bid in NIT No. .... Dated ..... for the above-mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

<b>NAME OF PARKING SITE</b>	<b>MONTHLY LICENCE FEE QUOTED (in figure)</b>	<b>MONTHLY LICENCE FEE QUOTED (in words)</b>

We understand that RMC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Thanking you,

Signature & Name of Authorized Signatory with Seal:

Date: \_\_\_\_\_

## ANNEXURE - VIII

### **Format of Self Declaration/Status Report (To be submitted quarterly in Market Section, RMC)**

I, the Registered Parking Contractor named \_\_\_\_\_ with Registration No. \_\_\_\_\_ who is operating the parking site of \_\_\_\_\_ at MLF of Rs. \_\_\_\_\_ hereby submit the following declaration:

1. That I have complied with all mandatory requirements of maintaining parking site by installing the Information Boards at \_\_\_ No. of points having all contractual information.
2. That I am maintaining all the parking receipts are being issued by HHD.
3. That I have paid my Monthly License Fee of current quarter to RMC on \_\_\_\_\_ by DD No. \_\_\_\_\_ date \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_.
4. That all my workers/parking attendants are verified and wear the requisite uniform.
5. That no overcharging is being done at my parking site.
6. That I have not sublet the parking site to anyone.

Name and signature of Authorized Signatory