

## EAST CENTRAL RAILWAY/SONPUR DIVISION

### Special Terms and conditions of license for Tahbazari Rights on vacant Railway Land over Sonpur Division.

1. That licensee will use the demarcated vacant land for Tahbazari only.
2. The licensee shall have no right of cultivation on Railway land. As and when any complaints or reports regarding cultivation of Railway land by the licensee from sectional Assistant divisional Engineer has been received in divisional office, the license will be cancelled.
3. The licensees shall have no rights to any fruits, fishing rights and Grass cutting right of the section or any other right except Tahbazari only.
4. That the licensee shall have no right on portion.
  - (i) Of land falling in station yards boundary by Home signal attach and
  - (ii) Plots of land leased out in past and future both the contractor and any Rly. -staff in connection with or for any other purpose.
  - (iii) Land between telegraph post and on both sides of the gate lodges.
  - (iv) Land occupied by gardens belonging to the Railway and its staff.
5. The licensee should note that Railway staff deputed for the maintenance of the track & works are behaved mannerly by him and his men.
6. Breach of any of the above special terms and conditions the licensee will be liable to termination with or without notice and his SD/any money deposited for license shall be confiscated/forfeited.
7. The licensee has deposited toward earnest money for this license which will be retained by the licensor towards security deposit. This amount will be refunded after satisfactory completion of the license period.  
In the event of any default of any of the terms and conditions of the license, it will be the sole discretion of the Railway to forfeit security deposit in full or in part.
8. The licensee shall at all times keep the Administration indemnified against all claims, demands, losses, damages and expenses what so ever. The Railway Administration may sustain any loss by reason of or in consequence of the negligence or misuse of the license or interference or the rights of other persons, the licensee will liable to pay each & every damages.
9. In case of any dispute between the licensee and the Railway the decision of the DRM/ADRM, E. C. Railway Sonpur will be final and binding on both the parties.
10. No permission of tahbazari will be granted until the full amount of license fee and security deposit is deposited.
11. The Sr. Divisional Engineer/Divil. Engineer, East Central Railway, Sonpur is the final authority to accept the tender but he is not bound to accept the highest tender. The authority also reserves the rights of rejection any tender/tenderer without assigning any reason.
12. No free passes what –so ever for traveling by Rail will be allowed to the licensee in connection with this license.
13. The rate/bid of H-1 tenderer shall be given priority of acceptance of tender.
14. (i) **“The earnest money deposited with the tender shall be adjusted towards security deposit. Security deposit shall be 1/3<sup>rd</sup> of accepted bid.**  
(ii) **Balance security deposit of bid value shall require to be deposited within 15 days from issue of LOA in form of demand draft/FDR/STDR of nationalized bank duly pledged in favour of FA&CAO, E. C. Railway, Hajipur payable at Hajipur. In case of delay in deposit of balance security deposit only seven days time will be allowed with personal approval of TAA. In no case further time beyond seven days will be acceptable, further license will be deemed to be cancelled and full earnest money deposited with tender will be forfeited.**  
(iii) **Bid value shall be deposited only in form of demand draft issued by any nationalized bank duly drawn in favour of FA&CAO, E. C. Railway. This will require to be deposited within 21**

days from issue of LOA. The successful bidder will be allowed next 15 days time with panel interest @12% per annum for default period failing which license will be terminated and full amount of security deposited shall be forfeited.

(iv) If the successful tenderer/ bidder fails to deposit 1/3<sup>rd</sup> of bid value for one year license and balance security deposit as mentioned in Sl. No. (i) above, full amount of earnest money deposited with the tender shall be forfeited and re-tender will be invited.

(v) Any extension of time with panel interest for deposition of amount of license fee due shall be right of Railway and it will be granted with personal approval of TAA.

(vi) LOA issued by the Railway shall be treated as license for Tahbazari right in the area mentioned in first sheet of tender form. Subject to deposit of license fee demarcated/prescribed or defined in schedule .

(vii) The licensee shall keep the area of tahbazari always clean from vegetation and any type of dirty elements and keep free from bad surroundings/ looks.

15. The offer/Rates should be quoted in figure as well as in words. A tender containing any addition or alteration in the tender documents or any overwriting liable to be declared invalid & it will be summarily rejected.

16. If the tenderer is a partnership firm, a copy of the partnership deed and power of attorney in favour of authorized signatory who will sign the tender document, agreement and other official references must be specified in power of attorney and shall be submitted with tender. In absence of this document the tender will be summarily rejected. The Railway administration reserve the right to call or the original partnership deed for verification.

17. Tenders are requested to submit along with their tender the following documents and technical details.

(a) Proof of solvency certificate/Annual transaction made of his bank account. (Optional)

(b) Attested copies of articles of association and memorandum of association in case of company/Co-operative societies.

(c) In proof of residential; residential certificate issued by authority concerned/Aadhar Card/Ration card /voters identify card/Telephone Bill /Electricity Bill required to be submitted with tender.

(d) A copy of Pan card .

18. The licensee shall not erect structure of any kind of structure whatsoever in, upon or tender in the said land without previous permission in writing of the Railway authority i.e. divisional Railway Manager or on his behalf.

19. Tender papers will not be accepted in case of previous defaulter tenderer/tenderers.

20. Tenderer/tenderers are to verify the site i.e. location and section before dropping his/their tender.

21. All pages of tenderer documents must be signed by the tenderer /tenderers at the bottom of each page otherwise the offer is liable to be rejected no detachment of any part of the tender document is permitted/allowed.

22. The licensee shall not assign/sublet or transfer the privilege and license of the land as mentioned in the tender or any part thereof or to allow any person to become interested therein in any manner whatsoever. Any breach of this condition shall entitle the Railway to cancel the license and the licensee will be liable for payment in respect of damage arising out of such action.

23. The administration will not be responsible for ignorance of implication of the details mentioned in para- 1 to 22 above which must be slowly read and understood by the party before tendering.

**Divl. Railway Manager (Engg)  
East Central Railway/Sonpur**