

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड (RAILWAY BOARD)

No.2009/M(C)/165/6

New Delhi, dated 04.07.2012

The General Managers,
All Indian Railways

Sub: Setting up of mechanized laundry for linen washing on BOOT model
Ref: (i) Board's letter of even No. dated 14.01.2011.
(ii) Director L&A/Rly Bd's letter no 2011/LHL/18/17 dated 24.01.2012

Reference (ii) above, L&A Dte had circulated approval of Cabinet for permitting use of Railway's land for railways core activity and other related purposes, to all the Railways. Setting up of mechanized laundry has now been permitted through licensing of Railway land in lieu of leasing permitted earlier.

Accordingly revised model guidelines for setting up of mechanized laundries for washing of linen on BOOT model along with draft Railway Land License Agreement (duly vetted by L&A Dte.) are enclosed herewith for implementation. Other instructions contained in the letter under reference (i) shall remain same. Railway may enter into separate land license agreement.

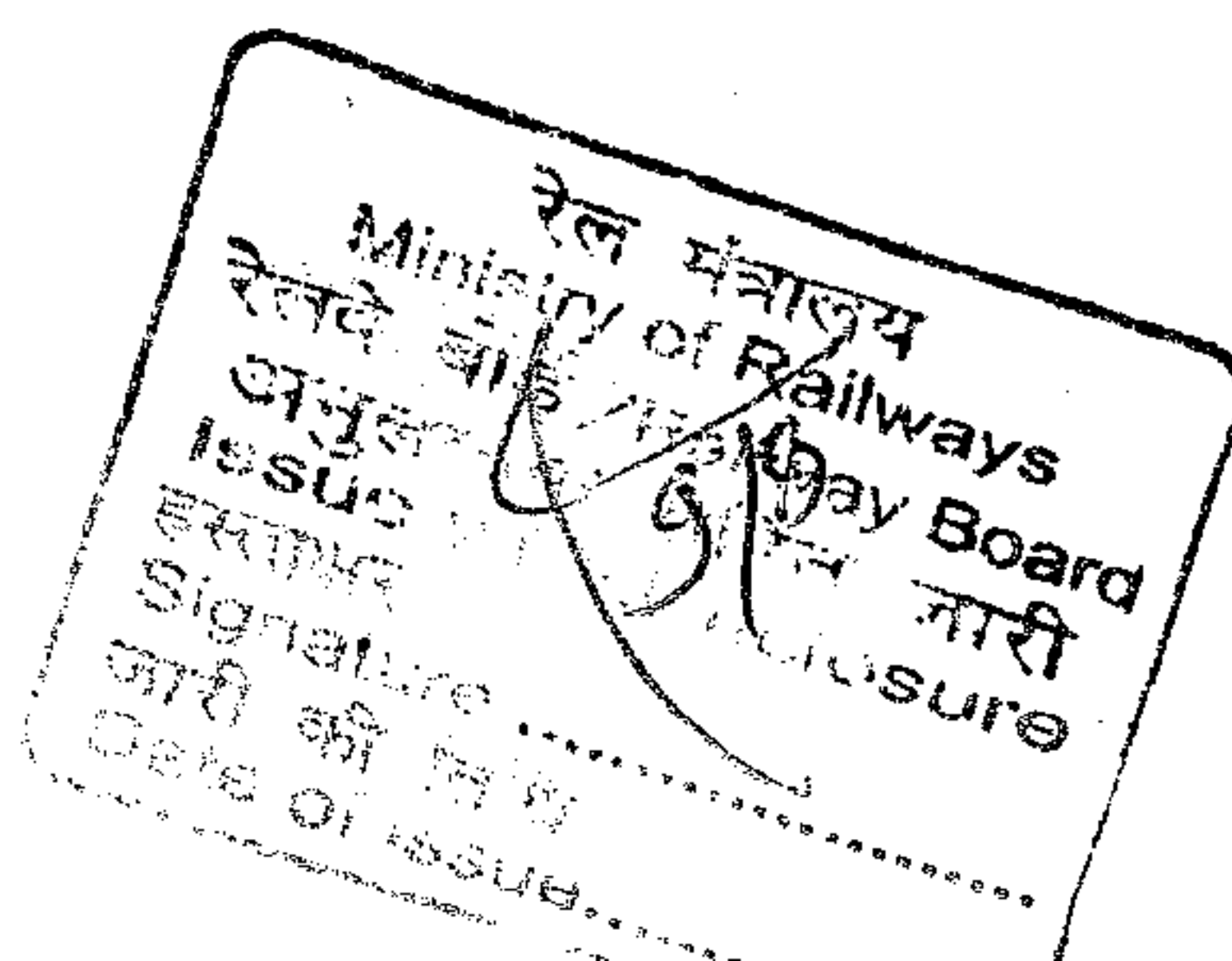
These guidelines shall only apply prospectively for contracts to be entered henceforth.

This issues with the approval of Board (MM) and concurrence of the Finance Directorate of Railway Board.

Encl: as above

(Shailendra Singh)
Ex. Dir Mech Engg (Coaching)
Railway Board

Copy forwarded for information to: The FA. & CAO's, Chief Mech. Engineers & Chief Engineers, All Indian Railways.



POLICY GUIDELINES AND SPECIAL CONDITIONS TO BE INCORPORATED
IN THE TENDERS FOR
SETTING UP OF AUTOMATED LAUNDRIES FOR LINEN UNDER BOOT MODEL

1. Selection of mechanized laundries:

Railways may assess the current requirements of linen sets required on a per day basis, also factoring in the anticipated growth of Traffic in the ensuing years and accordingly identify the capacity and scale/design of equipment for the mechanized laundries. The mechanized laundry equipment shall be of reputed make, generally in line with those installed at Wadibunder Coaching Depot/CR. Wherever the daily requirement of washed linen is high, say 7 Tons or above, batch washer system (tunnel washer system) may also be considered by the Railways.

The Tender Document must specify the rated daily output of the laundry equipment proposed to be installed.

A minimum workload of 75% of the average daily requirement (calculated on a monthly basis) shall be the assured off take from the laundry and payments to the contractor for this volume shall be guaranteed, subject to penalties and other conditions for non satisfactory performance. For workloads beyond this volume the payments shall be made on actual.

The infrastructure and facilities to be provided by the contractor for setting up of the mechanized laundry must have a cushion/margin to cater to an increase of upto 25% of the estimated workload, during the currency of contract, without incurring any additional cost.

2. Basic components of the automated laundry equipments/machines to be supplied, installed and operated by the tenderer(s) (detailed specifications to be developed by the Railways):

A. Smaller capacity laundries

Washer cum Extractor
 Tumbler drier
 Flat bed ironer/Calendaring machine

B. Batch washer systems (tunnel type washer)

Washing System:

- Should be capable to handle large volumes of linen optimizing on usage of water, power, steam and chemicals with automatic transfer to the subsequent stages.

- All the parts which come into contact with the wash load should be of stainless steel SS 304 or superior material.
- An industrial computer control system, based on Windows software, and capable of providing data reports as needed by the users, should support the batch washer system.
- The electrical circuitry should be capable of standing up to rough industrial conditions.
- Features such as automatic dosing of chemicals should be available.

Pressing System:

- The system should be equipped with a hydraulic press so that maximum water extraction can be achieved without use of heat energy, thereby enhancing the drying and ironing processes.
- The extracted water, to the extent possible, should be reused in the batch washer for washing in order to reduce consumption of fresh water.
- All parts in contact with linen should be of stainless steel SS 304 or superior material.

Drying System:

- Drying system should be fitted with large capacity of pass-through dryers for complete separating, conditioning and drying of laundry linen.
- System should avoid bunching of the linen at one end of the drier drums for smooth and energy efficient drying and unloading processes.
- The drier drums should have Teflon or superior coating of the interior, to avoid any plastic materials in the wash from sticking to the drum.
- Sprinkler should be provided which acts when temperature exceeds set limit to avoid risk of fire.
- The dryers should have an automatic lint cleaning system.

Note: All the movements of linen from one equipment/stage to another (batch washer-hydraulic press- dryers) should be carried out by means of a mechanical conveyor system.

Ironing System:

- ✓ The system should be fitted with Flatwork Ironers, sufficient for the projected load. Each Ironer should come along with a feeder and a folder.
- ✓ The feeder and the folder should be capable of matching the maximum speed of the Ironer.
- ✓ Ironers (Calendering machines) should have micro-processor-based variable speed adjustment, in order to adjust ironing speed according to the moisture content in the linen.

3. Term of the concession agreement:

Commissioning of the laundry must be ensured within 2/5 months (for smaller capacity laundries/tunnel washer systems respectively) from the issue of LOA.

Contract for setting up of an automated laundry on a BOOT scheme shall be for a period of 10 (Ten) years (for smaller capacity laundries in line with the one installed at Wadibunder coaching depot/CR) and 15 (Fifteen) years (for batch or tunnel type washer systems) after commissioning, after which the ownership of all the machines

and plant, ancillary equipment, utilities and fixed assets of the mechanized laundry shall be transferred in good working condition to Railways without any extra cost / charges and Railways shall be the absolute owner of the same.

The life of the automated laundry equipment should be certified by the OEM to be more than the contract period so that the committed outturn and quality of linen washing continues unhampered till the end of the contract.

The mechanized laundry shall be used by the contractor only for carrying out work required by the Railways. The facilities, under no circumstances, shall be used for any other commercial/non-commercial purposes.

4. Concessions to be provided by the Railways

i. Land

- (a) Railways may assess the requirement of land for setting up of the automated laundry of the envisaged capacity/workload. The conditions for land License shall be governed as per land License agreement which shall form part of the main (principal) agreement, draft of which is enclosed with these guidelines. This land License agreement shall be signed by the contractor before taking over possession of the land. The successful bidder will be provided requisite land by Railways at a nominal License charges of Rs. 1/- (one) per sqft. per annum for the entire period of the contract. The contractor shall be liable for payment of conservancy charges as applicable from time to time.
- (b) Land License agreement shall be concurrent and co-terminus with the principal agreement.
- (c) Possession of land will revert back to Railway on expiry of License period or determination of principal/land License agreement whichever is earlier.
- (d) In case, the contractor is found using railway land or allowing use of railway land for any purpose other than that of executing the work as per contract, Railway shall terminate the contract and take possession of land and all machinery, equipments of the contractor without payment of compensation/claims thereof.

ii. Water

Railways may supply water for operation of the mechanized laundry, up to the limit quoted by the tenderer and at such charges as shall be determined by the Railways and payable by the contractors.

Water shall be supplied at a convenient point in the vicinity of the mechanized laundry and storage / distribution pipe lines beyond this point shall be in the contractor's scope. Any infrastructure, in addition to what is already available at such as water storage tanks, sheds, drainage system, water recycling and water softening plants etc. will be on contractor's account.

Railways shall install water meters at their own cost in order to assess the consumption. The amount of water consumed by the tenderer as determined by Railways shall be final and binding on the contractor for billing purpose.

As a standby arrangement, in the event of breakdown in Railway's supply of water, the contractor shall have to make his own arrangement for water. The contractor shall not be entitled to any other compensation/relief for interruption or failure of the water supply.

Alternatively, in the event of Railways not at all being in a position to provide the requisite amount of water, the contractor may be independently required to make his own arrangements for water supply and associated systems, free from Railway's obligations. Framing of the tender documents, cost estimates and financial evaluation of the bids may be done accordingly by the Railways.

iii. Electricity:-

Railways may supply electricity for operation of the mechanized laundry, up to the limit quoted by the tenderer and accepted by Railways and at such charges as shall be determined by the Railways and payable by the contractor.

Electricity shall be supplied at a convenient point in the vicinity of the mechanized laundry and distribution beyond this point shall be in the contractor's scope. Any infrastructure, in addition to what is already available at proposed location of laundry, such as electrical installations, transformers, etc. will be on contractor's account.

Railways shall install electricity meters at their own cost in order to assess the consumption. The amount of electricity consumed by the tenderer as determined by Railways shall be final and binding on the contractor for billing purpose.

As a standby arrangement, in the event of breakdown in Railway's supply of electricity, the contractor shall have to make his own arrangement for electricity. The contractor shall not be entitled to any other compensation/relief for interruption or failure of the electric supply.

Alternatively, in the event of Railways not at all being in a position to provide the requisite amount of electrical energy, the contractor may be independently required to make his own arrangements for the electrical supply and associated systems, free from Railway's obligations. Framing of the tender documents, cost estimates and financial evaluation of the bids may be done accordingly by the Railways.

5. Contractors' Responsibilities:

- i. The contractor will be responsible for new procurement and commissioning of the mechanized laundry equipment including all ancillary equipment and utilities, Engineering and Electrical related works, maintenance of the machines including consumables and spare parts, and operation of the mechanized laundry, provision of efficient drainage system connected to the main drainage system. Tenderers may be advised to visit the proposed locations to assess the requirements and field conditions prior to submission of the bids.
- ii. The contractor shall ensure that all effluents from the mechanized laundry conform to pollution control and other prescribed limits. Tenderer(s) shall have to coordinate with Pollution Control and other statutory and non-statutory authorities and obtain necessary clearances from these authorities as required for installation and operation of the mechanized laundry and all aspects of the work awarded. The tenderer(s) shall ensure timely renewal of these clearances during currency of the contract.
- iii. The tenderer shall furnish a certificate, valid upto the period of completion of contract, from OEM or authorized agent/authorized dealer of OEM whose equipment/machines he is proposing to install to the effect that they are willing and

committed to provide warranty and outside warranty support, AMC, supply and fitment of spare parts/machine consumables, expeditiously attending to machine break-downs, etc. for ensuring successful operation of the mechanized laundry during the life cycle of the machine.

- iv. Contractor must ensure operations of the laundry through skilled technical staff, duly trained by the OEM of the laundry systems. A certification to this effect must be obtained from the tenderer.
- v. The Contractor must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like copy of returns filed for PF, ESI code No. etc.
- vi. Contractor shall also provide adequate facility for storage of washed and packed linen sets in compactors/racks made of stainless steel/other non corrosive materials as per workload requirements.
- vii. Each of the linen kit duly packed in environment friendly bag must be further packed in water proof bags of adequate capacity and made available as such bag-sets to the AC coach attendant/authorised personnel for linen distribution to the passengers in the trains. The transportation of linen between the laundry store and the coaching Depot/platforms is to be carried out in elegant wheeled trolleys.
- viii. In situations of extreme emergency due to unforeseen circumstances beyond the control of the contractor (as certified by the Railways) when it is not possible to carry out work at the laundry premises, the contractor may, with Railway's approval in writing, outsource the work purely for a temporary period (for a maximum period of one month at a time in a year), either partially or fully, to one or more external agencies subject to all other terms and conditions of contract. The contractor shall arrange to furnish an MOU with such firms to this effect, along with his tender. However, even in such cases no dilution shall be allowed in the quality of washing / ironing / packaging. The contractor shall further have to guarantee security of Railway material when taken outside Railway premises for the purpose, by way of Indemnity bond for requisite amount. The above arrangement shall be at no extra cost to the Railways.
- ix. If under any unforeseen circumstances, during the currency of the contract not later than 4 years (for smaller capacity)/7 years (for a tunnel type washer system) after the commissioning of the laundry, the contractor is not in a position to operate the laundry further and deliver the requirements as per contract, and wishes to free himself of the obligations under the contract, he may do so by giving six months notice to the Railway Administration to this effect. Uninterrupted supply of washed linen as per the workload/requirements must however be ensured during this period. He shall further be required to de-commission all the laundry equipments and free the Railway land within one month of the end of the notice period, failing which the contractor shall have no further claim on the laundry equipment and the same shall become the property of the Railways thereafter.

In all other cases of default by the contractor leading to termination of the contract, the contractor shall have no claim on the laundry equipment (or land) and the same shall become the property of the Railways in such an eventuality.

The provisions under the contract for forfeiture of security deposit, PBG etc. shall however prevail in all such cases.

6. Contractor's Scope of Work for linen management:

- Collection of used/soiled linen from AC coach attendants from the platforms/washing lines and transportation to the laundry stores. Schedule of arrival/departure of trains, No. of coaches where linen is to be collected from/supplied to, quantity of linen sets in each coach, the train-wise place/location where the linen is to be collected from/supplied to etc. may be detailed by the Railways in the tender. The changes, if any, in the train schedules etc. shall be notified by the railways from time to time.
- Removal of tough stains caused by spillage of food & misuse etc.
- Washing, drying, calendaring, ironing in the automated laundry
- Packing of linen sets in environment friendly bags and storage
- Supply and loading of washed linen sets to attendants in the AC coaches at the washing lines/platforms.
- Maintaining proper accountal of linen items:

7. Quality of cleaning of linen items:

- a. The average whiteness of new linen items (from different lots) after 5 washes shall be taken as the base reference i.e. an index of 100%. The contractor must ensure at all times a minimum level of whiteness index of 75 % for all the constituents of the linen kit. The tenderer is also required to provide instruments for checking the whiteness of linen and other quality related parameters as the case may be. The checking instrument will be approved by the Railways. These instruments shall be calibrated at regular intervals as mutually agreed and the calibration records shall be shown to the Railways as and when demanded. Documentary evidence of meeting the quality related standards shall be furnished, whenever called for by the Railways.
- b. There should be no wrinkles or wetness after calendaring. Hand towels should retain their soft feel and water absorbing capacity. The washed linen should be hygienic, bacteria free, stain free and odourless.
- c. It is to be ensured that the washing procedures and cleaning agents used render a minimum prescribed service life for new linen items (one year for Khadi bed sheets supplied by ACASH and two years for Polyvastra bed sheets through KVIC etc.).

8. Inventory of washed bed rolls:

The contractor must make sure that used linen as unloaded from the trains, must be washed and made available for train services within 48 hours.

Railways should make proper assessment of daily requirements of washed linen kits and the contractor shall accordingly ensure enough **buffer stock** to cater to requirements of at least 2 to 3 days so that train services are not effected in case of delayed/short supply and also to take care of exigencies like running of special trains and augmentation of train lengths of regular trains at short notices.

9. Inspection/audit check of washed linen:

Test checks may be ensured on the washed linen kits in conformity with the guidelines issues in terms of S. No. 2 of para 2.1 of Railways Board's letter No.2009/M(C)/165/6 dated 4 .1.10. If during such sampling checks, it is detected that the quality of washing / ironing of the same is not satisfactory, a penalty of Rs.3/- (Rupee three) per such article of linen may be imposed on the contractor apart from nonpayment of the washing charges. Further in the event of rejection of more than 2% on account of poor washing/ironing, the quantity of that particular lot of linen shall have to be washed again (for which no additional payment shall be made).

Monthly report of summary of all inspections/ test checks carried by Officers and Supervisors, and penalties imposed as mentioned above or during any other surprise inspection should be prepared and all payment reLicensed only after recovery of all the penalties/ dues.

10. Other penalties for unsatisfactory performance

- i. Mechanized laundry (for smaller capacity laundries/Tunnel washer system) not being commissioned and made operational within a period of 2/5 months respectively from the date of issue of Letter of Acceptance - penalty as per GCC pertaining to Commencement of Work & Liquidated Damages shall be recovered from the contractor.
- ii. The quantity of linen articles in the holding with the contractor, which is in excess of the allowed quantity as decided shall attract penalty called Delay charges @ Rs. 0.50 per item of linen held in excess. The penalty of Delay charges shall be calculated on a daily basis.
- iii. Cost of linen items lost or damaged/torn while in contractor's custody and attributed to him or when the minimum service life of one year is not attained, may be recovered from the contractor as per rates circulated by Railway authorities at that point of time. Railways decision as to whether such loss or damage is on contractor's account shall be final and binding on the contractor.
- iv. In the event of Passenger complaints regarding unsatisfactory quality of washing, cleaning or ironing of linen, a penalty of Rs.2,000/- per occasion shall be imposed on the contractor. In addition, the compensation awarded to the complainant(s) in any court of law or consumer forum which is attributable to the work carried out by the contractor under this contract agreement may be recovered from the contractor at the discretion of Railways. The decision of the Railway administration in this regard shall be final and binding on the contractor.
- v. In the event of packaging of linen as specified is not done by the contractor's staff, a penalty of Re. one per packet may be imposed on the contractor.
- vi. In the event of the soiled/used linen not being unloaded from the incoming trains and cleaned and washed linen not being loaded in the outgoing trains within the prescribed time, for any reason attributable to the contractor, a penalty of Rs, 5,000/- per occasion may be imposed on the contractor. Tenderer(s) may note that such instances may lead to late start of the trains and shall be viewed very seriously by the Railway Administration.
- vii. Penalty up to a maximum of Rs.1,000/- per occasion may be imposed on the contractor in case any of the other contractual conditions are not adhered to, for

example, in the event of linen not transported in good quality water proof bags, contractor's staff not wearing proper uniform, etc.

11. Passenger Feedback

Passenger satisfaction and feedback is the essence of the Linen services. The contractor shall make arrangements for making feedback forms available to the passengers through the Departmental On Board AC Staff/ACCI who shall obtain passenger feedback from at least 5 passengers per AC coach in each direction. The format of feedback form is as under. One feedback shall also be taken from TS/TTE for each direction over and above that from passengers.

Penalty for unsatisfactory work, besides other penalties as laid down in the tender, may also be based on the Passenger Feedback, after due verification of the contents of the feedback from the passengers concerned by the respective Coaching Depot Authority.

FORMAT FOR PASSENGER FEEDBACK

WASHED LINEN IN THIS TRAIN IS PROVIDED BY THE AUTOMATED LAUNDRY SET UP BY M/S _____ (NAME OF CONTRACTOR/FIRM AND TELEPHONE NO.)

Dear Passenger,

Our endeavor is to provide you hygienic Linen services. Your valuable feedback would help us improve further.

Kindly spare few minutes in rating the areas as given in table below:

Ratings:

5 = *Excellent*, 4 = *Very Good*, 3 = *Good*, 2 = *Average* 1 = *Poor*

Passenger Feedback-AC Coaches						
SN	Areas of Service	5	4	3	2	1
	Please mark (√) in space					
1	Cleaning / whiteness of Linen					
2	Dryness of Linen					
3	Ironing & Packing					

Passenger Name:

Train No. :

Coach No.:

Berth/ Seat No. :

PNR No. :

Date of Journey:

Telephone No.

Signature of Passenger

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Draft Railway Land License Agreement (For Laundry)

This Railway Land License Agreement together with its Annexure is made and executed on this _____ day of _____ (month) _____ (year) _____ by and between:

The President of India, acting through _____, under _____ Railway, _____ Division _____ (hereinafter referred to as the "Government" or "Licensor", which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

_____, having its registered office at _____ represented through its (Head of Organization CMD/MD etc) (hereinafter referred to as the "Licensee", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

- (A) The Licensor and the Licensee have entered into a _____ (Principal Agreement) dated _____ herein the Licensee has agreed to _____ and the Licensor has agreed to provide the Railway land for the _____.
- (B) The Licensor is the sole owner of said Railway land as described in the Annexure hereunder (the "Site") and now desires to License the Site to the Licensee and the Licensee desires to take on License from the Licensor, the Site for the exclusive purpose of (work as per Principal Agreement).

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder.

1. Grant of License and possession

- 1.1 The provisions of the License Agreement shall take effect and become binding on the Parties from the date of signing of Railway Land License Agreement.

Agreed
20.6.12

- 1.2 In consideration of the License Fee, the Licensor grants on License to the Licensee and the Licensee agrees to accept the License from the Licensor, of all that piece and parcel of land measuring [Insert area in numbers] [insert area in words] [Acres/Hectares] situated at [insert geographical location of the site] and more particularly described and identified (including the survey/khata numbers thereof) in the Annexure to possess and use the Site and/or any part thereof, in accordance with the provisions of this License Agreement. The possession of the Railway land to licensee shall be given only after signing of land License agreement.

2. Term

- 2.1 The License granted in pursuance of this License Agreement shall be for a period of ____ (in words) years from the date of signing of Railway Land License Agreement whichever is shorter (the "Term") unless the Railway Land License Agreement is determined prematurely.
- 2.2 The term of the Railway Land License Agreement shall be co-terminus with the Principal Agreement.

3. Renewal

- 3.1 The Licensor may extend the Term for a further period as may be agreed by the Parties. The renewal of license term shall be at the sole discretion of the Licensor.

4. License Fee

- 4.1 Before execution of the Railway Land License Agreement and in consideration of the Licensor licensing the Site to the Licensee, the Licensee shall pay to the Licensor the License Fee at the rate of Rs.1/- per sqft. per annum [Rupee one only per square foot per annum.]
- 4.2 The License Fee shall be due and payable within Thirty (30) days from the commencement of five year slab period for which the License Fee is to be paid. The Licensor shall not be obliged to demand payment of License Fee by notice or otherwise, and it shall be incumbent upon the Licensee to pay the License Fee as and when it falls due.
- 4.3 The Licensee shall pay the License Fee into such account as may be designated by the Licensor from time to time.
- 4.4 If the Licensee fails to pay the License Fee as aforesaid, the Licensee shall be liable to pay interest for the period of delay at a rate of 18% (eighteen percent) per annum.

[Signature]
22.6.12

4.5 Failure to pay License Fee beyond a period of three months, railway reserves the right to cancel the land license agreement. However, the same shall not stop Railways to take action for recovery of their dues.

5. Use of site

5.1 During the term of this License Agreement, the Licensee shall use the Site only for the purpose of operation of mechanized laundry.

5.2 The Parties agree that the Licensee shall not utilize the Site for any other purpose(s) not related to the project.

5.3 Use of land for any other non-related purpose shall automatically terminate this agreement.

6. Determination of License Agreement

6.1 The Railway Land License Agreement shall be co-terminus with the Principal Agreement. Thus, in the event that the Principal Agreement is terminated during the currency period thereof, then this Railway Land License Agreement shall be deemed to be determined without any further notice for determination of Railway Land License Agreement and the Licensor shall be at full liberty to deal with the Site in such manner as it deems fit in its sole discretion.

6.2 Possession of land shall revert back to Licensor on expiry of Railway land License agreement or determination of the land License agreement before expiry of the License term.

6.3 This Railway Land License Agreement may be determined earlier by mutual agreement between the Parties in writing.

6.4 The Licensor shall have the right to determine this Railway Land License Agreement on occurrence of any one or more default(s) by the Licensee as enlisted hereunder:

- (a) Filing of a voluntary bankruptcy petition by the Licensee;
- (b) Institution of winding up proceedings against Licensee;
- (c) Failure of the Licensee to make payments to the Licensor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Licensor;
- (d) Transfer or assignment of this License Agreement or creation of any Encumbrance on the Site,

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- (e) Use of the Site for any purpose other than the purpose stated under Clause 5 of this License Agreement and such breach is not remedied within a period of 60 (sixty) days after a notice from the Licensor in this behalf;
- (f) Voluntary abandonment by the Licensee of its operations at the Site for a continuous period of 90 (ninety) days or more; and
- (g) Violation of terms of this agreement by Licensee.
- (h) Any other reason which the licensor consider appropriate.

6.5 Upon determination under Clause 4.5, Clause 5.3, Clause 6.1, Clause 6.2, Clause 6.3 and Clause 6.4, the Licensor shall have the following additional rights:

- (a) the recovery of any unpaid License Fee due and payable at the time of termination;
- (b) the recovery of any damages, costs, fees and expenses incurred by the Licensor as a result of the breach of the License Agreement by the Licensee; and
- (c) any other right or remedy, legal or equitable, that the Licensor is entitled to under Applicable Laws.

7. Licensor's obligations:

7.1 The Licensor hereby agrees and warrants that:

- (a) subject to the terms of the License Agreement, the Licensee shall be entitled to possess, use and enjoy the Site and every part thereof during the Term of the Land License Agreement;
- (b) subject to timely payment of the License Fee and conditions of the Land License Agreement, the Licensee shall peacefully hold and enjoy the Site during the Term of the Land License Agreement;
- (c) upon execution of the Land License Agreement and subject to the terms thereof, the Licensor shall deliver, or cause to be delivered, to the Licensee possession of the Site.

8. Licensee's obligations:

8.1 Licensee hereby agrees and represents that:

- (a) upon execution of this License Agreement and subject to the terms thereof, the Licensee shall accept the Site on the condition it is handed over and undertakes to

Handwritten signature
20.6.12

use the same only for the purposes as enlisted in Clause 5 of this License Agreement;

- (b) this License Agreement has been duly authorized, executed, and delivered by the Licensor after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
- (c) during the Term of the License Agreement, the Licensee shall pay the License Fee in accordance with terms and conditions set out in this License Agreement and shall observe and fulfill each of its obligations set forth herein;
- (d) during the Term of the License Agreement, the Licensee shall undertake the development of the Site, and other works which in the reasonable opinion of the Licensee would be required for and in relation to the purpose as mentioned in clause 5, and obtain necessary approvals/clearances from the appropriate authorities for the same;
- (e) at its own cost and expense, the Licensee shall obtain all utilities such as water, electricity, etc from the appropriate authorities;
- (f) it shall obtain and keep current all Applicable Permits that may be required under the Applicable Laws;
- (g) it shall pay all taxes, service tax, cesses, assessments and levies in respect of the Site, which are leviable at any time during the Term of the License Agreement; any new tax, service charge by State/Central Government etc. shall be paid by Licensee;
- (h) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this License Agreement;
- (i) it shall, indemnify the Licensor in respect of any charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Licensee of water, electricity, Telephone, communication and other facilities and in relation to any and all third party claims made with respect to the Site;
- (j) it shall keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times, and shall ensure that the Site is free from encroachments at all times;

(k) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions;

(l) it shall be solely responsible to its employees and for their actions it shall especially put in a condition in its employees service contract that they have no relationship with Railways as their principal employer.

9. Regulatory approvals for construction

9.1 The Licensee agrees that the Licensee shall undertake construction of laundry premises / buildings and/or structures at the Site connected therewith only after obtaining all Applicable Permits as are necessary for such constructions. The Licensee further agrees that the Licensee shall at all times comply with the conditions of such Applicable Permits.

9.2 Environmental/Pollution clearance certificates.

10. Inspection by the Licensor

10.1 The Licensee agrees that during the Term of the License Agreement, the Licensee shall not restrict or obstruct the Licensor and its authorized agents to enter upon and inspect the Site.

10.2 The Licensee undertakes that the Licensee shall notify the Licensor of any material breach by the Licensee of any Applicable Permits acquired in relation to the Site.

11. Stamp duty and Registration charges

11.1 Subject to the exemption or waiver, if any, granted by Government or any other authority, the Parties agree that all stamp duties and registration charges payable in respect of the License contemplated herein shall be to the account of and borne by the Licensee.

12. Indemnities and limitation of liability

12.1 The Licensee shall fully indemnify, defend and hold harmless the Licensor, of any liability which may be incurred or suffered by the Licensor and which may arise out of or as a result of any of the following causes:

(a) any breach by the Licensee of any of its obligations, agreements, representations or warranties set forth in this License Agreement; and

20.5.12

(b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by the Licensee.

14. Dispute Resolution

14.1 Any Dispute which the Parties are unable to resolve within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

In Witness Whereof The Parties Have Executed And Delivered This Railway Land License Agreement As Of The Day, Month And Year First Above Written.

Signed, Sealed And
Delivered

For and on behalf of The President
of India by:

(Signature)
(Name)
(Designation)

In the presence of:

1. (Signature, Name & Address)
2. (Signature, Name & Address)

Signed, Sealed And
Delivered

for and on behalf of
by Licensee:

(Signature)
(Name)
(Designation)

AS
20.6.12