

भारतसरकार / Government of India
रेलमंत्रालय / Ministry of Railways
रेलवेबोर्ड / Railway Board

No. 2019/NFR/38/Co-Branding of Railway Stations
E-office no. 3293405

New Delhi
Dated: 02.03.2022

The General Managers
All Indian Railways; and
Metro Railway, Kolkata

(Commercial Circular no. 07 of 2022)

POLICY ON CO-BRANDING OF RAILWAY STATIONS

Subject: Policy on co-branding / station branding / semi-naming of railway stations or prefixing / suffixing brand names / logos to the names of railway stations

1. Objective

The objective of this policy is to generate non-fare revenue by allowing co-branding / station branding / semi-naming rights at railway stations, or prefixing / suffixing of brand names / logos to the names of railway stations to government and reputed business houses (not advertising agencies). For all purposes, such an activity is a form of advertisement only and does not tantamount to change in the name of the railway station.

2. Definitions

Hereinafter, the terms co-branding or station branding or semi-naming rights of railway stations, or prefixing / suffixing of brand names or logos to the names of the railway stations, shall all mean the same and are simply denoted as co-branding, which is the advertising right assigned to the licensee to only suffix or prefix its brand name or logo to the name of the railway station, along with any other rights assigned in accordance with the above policy.

3. Main Features of the Policy

3.1 The concept of co-branding

The idea is to permit the licensee (the brand owner) to prefix or suffix the brand name or logo to the name of the railway station and such brand name shall not exceed two words. This is purely a form of advertisement and does not tantamount to change in the name of the railway station. However, co-branding shall not be permitted on the railway tickets, PRS, websites, route maps, in announcements through the public address systems, on the Rail Display Network (as per para 13.2 of RDN policy), amongst others, where the name of the railway station shall be its original name only.

3.1.1 In order to maximize revenue from co-branding of stations, Zonal railways (ZR)s may consider clubbing of stations for bidding in clusters.

3.2 Locations permitted for co-branding

3.2.1 Co-branding shall be permitted at all the places in the station building area wherever the name of the railway station is displayed.

3.2.2 In addition to the prefix / suffix indicated above, the licensee may be given advertising rights for its brand in the circulating area subject to conditions of the Out of Home policy, and availability of space. However, the quantum/location of space to be allotted in circulating area shall be decided by the respective ZRs/Divisions keeping in view the availability of space, station layout, facade and aesthetics.

3.2.3 It must be ensured that advertising spaces, as mentioned in para 3.2.2, do not conflict with spaces already awarded under the provisions of the existing non-fare revenue policies, such as but not limited to, Out of Home publicity and the Rail Display Network.

3.2.4 Due care should be taken so that prefixing/suffixing does not adversely impact clear visibility of station name that is essential for train operations.

4. Co-branding exclusions

The following types/categories of advertisements shall not be permitted. The negative list is illustrative in nature:

- 4.1 Heritage buildings and in railway stations named after eminent personalities, national leaders, martyrs, etc.
- 4.2 Surrogate advertisements.
- 4.3 Advertisement of drugs, alcohol, cigarette, or tobacco items.
- 4.4 Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860.
- 4.5 Any content that threatens or adversely affects the public image of IR/ State/Central Government or IR's ability to operate its facilities or IR's ability to attract and preserve patronage of passengers.
- 4.6 The negative list as per local Outdoor Advertisement Policy, if any.
- 4.7 Branding by political parties, religious institutions/outfits and individual personalities.
- 4.8 Advertisement banned by the Advertising Council of India or by law.

5. Other Aspects of the Policy

5.1 The prefix-suffix should be in a different font / color and smaller in size as compared to the station name and IR's logo in order to maintain prominence of the station name and IR's logo. Its form cannot be akin to station's name and IR's logo.

5.2 For the purpose of prefixing / suffixing brand name or logo to the name of the station, either of the two – brand logo or brand name – shall be permitted, and not both.

5.3 For the purpose of prefixing / suffixing brand name or logo to the name of the station, the brand name shall not contain more than two words. In case the brand name has more than two words, only logo should be used.

5.4 The Licensee shall pay the requisite advertising tax, if any, due to local government authorities as a result of the above activity.

6. Mode of Awarding Contracts and Other Terms and Conditions

6.1 Contracts shall be awarded by means of EOI/open bidding, and reserve price may be arrived at by considering relevant parameters such as prevailing circle rates, and practice followed in other NFR contracts.

6.2 Brand name/logo to be appended with the station name would be approved by the Principal Chief Commercial Manager of concerned ZR. This provision is to ensure that IR's image as well as aesthetics are given due regard.

6.3 Co-branding shall be done only by the licensee. Sub-letting the same shall not be permitted.

6.4 The tenure of the co-branding license shall be for a minimum period of 01 (one) year up to 03 (three) years.

6.5 Divisions shall follow due procedure in respect of EOI/tendering as laid down in the latest Model Schedule of Powers issued time to time by Railway Board.

6.6 Earnest Money (EMD): EMD shall be fixed at 2% of the total value of contract as decided by zonal railways.

6.7 Successful Licensee shall have to pay the License Fee in advance on half yearly basis for each year to Indian Railways. The licensee shall also be liable to pay applicable GST under RCM to the tax authorities.

6.8 The station would be handed over for co-branding activities on "as is where is basis."

6.9 The licensee shall be responsible for installation, operation, maintenance and removal of its assets, including but not limited to advertisement panels and billboards.

6.10 While the railway administration shall provide security at stations, it shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or products put up by the licensee at the station.

6.11 The licensee shall ensure that the station building including walls, floors, roofs, etc., are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, panels, etc., shall be done after obtaining written permission of railway administration.

6.12 In case of any damage to railway property during installation, maintenance or removal of licensee's assets such as advertisement panels, billboards, vinyl wrappings, etc., railway administration, as it deems fit, may recover the charges for restoration of the same from the licensee.

6.13 Co-branding of railway stations being redeveloped by Zonal Railways/RLDA shall be in accordance with Board's decision, as and when it is taken.

7. Standard Bid Document (SBD) for co-branding of railway stations is enclosed. Further, railways may incorporate terms & conditions depending upon station specific aspects related to safety, aesthetics, geographical & other conditions, as deemed fit.

8. This issues with the approval of Chairman & Chief Executive Officer and Member, Operations & Business Development, Railway Board. The attached Standard Bid Document is duly concurred by Finance and Accounts Directorates and vetted by Legal Directorate of Railway Board.

DA/As above.

[Handwritten Signature]
02/03/22

(Sharad Srivastava)

**Executive Director/Traffic Commercial (G)
Railway Board**

No. 2019/NFR/38/Co-Branding of Railway Stations
E-office no. 3293405

New Delhi
Dated: 02.03.2022

Copy to: FA&CAOs, all Indian Railways for necessary information and action.

[Handwritten Signature]
02.03.2022

For Member Finance, Railway Board

Copy to: PCCMs, all Zonal Railways, including PCOM Metro Railway, Kolkata for information and necessary action.

TENDER DOCUMENT

Open Tender No.

To
The President of India,
Acting Through the Sr. Divisional Commercial Manager,
-----Railway
..... Division.
.....city

I/We _____ have read the various conditions of Tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 45 days, from the date fixed for opening of the same or for a further period as may be mutually agreed upon and in default thereof, I/We shall be liable for forfeiture of my/our Earnest Money(s) of ₹ _____ in full. I/We offer to take the exclusive license for station branding and semi-naming rights at stations of Indian Railways locations as specified in Annexure – I of this Tender paper in consideration of the works detailed in the schedules as per rates quoted vide Clause 114.0 to 117.0 of the terms and conditions of the tender **for a period of minimum (01) one year up to (03) three years.** I/We also hereby agree to abide by all terms and conditions as laid down by the Indian Railways in this Tender Document.

1.0 (i) A sum of ₹ _____ furnished in prescribed form and sent herewith as Earnest Money mentioned above.

(ii) If I/We do not deposit the Security Deposit as mentioned in Clause 41.0 of the terms and conditions of this tender, in the prescribed form within thirty (30) days from the date of issue of Letter of Acceptance (LOA), then:

- (a) The full amount of the Earnest Money shall stand forfeited to the IR and;
- (b) Besides forfeiture of Earnest Money as stated in Para 1.0(ii)(a) above, I/We shall be deemed to have committed breach of contract and thus I/We shall be liable for such penal measure as prescribed in Clause 39.0 of the terms and conditions of the Tender Documents;

(iii) If I/We do not commence the work within forty five(45) days from the date of issue of LOA, Indian Railways Authority shall be entitled to take such penal measures as stated in Clause 105.0 of the terms and conditions of the Tender Document.

(iv) Until a formal Agreement is prepared and executed, acceptance of this tender, subject to modification as may be mutually agreed upon between us and indicated in the Letter of Acceptance(s) [LOA(s)] for this work, shall be final and binding.

Tenderer(s) Address:

Signature of Tenderer(s) with Seal

Date :

Signature of Witness:

(1) _____ Tel. no.

(2) _____ Tel. no.

Terms and conditions of the Tender

Instructions to Tenderers:

1.0 This tender is open to Central and State government institutions, PSUs, as well as reputed private companies including banks/Financial entities, excluding advertising agencies. Letting out of space is purely on license basis.

2.0 The instant contract for station branding does not confer upon the licensee any sole rights for advertising at a particular station.

3.0 Details of activities at station premises permitted as per co-branding policy are detailed as **Annexure I**.

4.0 The licensee will not display advertisement in excess of the area and location other than specified in **Annexure – I** for the purpose. However, larger space may be permitted at a particular site where space is available subject to sanction of Indian Railways authority and payment of license fee on pro-rata basis.

5.0 If it is found that the licensee has displayed advertisements without permission in excess of the specified area/location/number mentioned at **Annexure – I (to be prepared by zonal railway)**, he / she would be required to remove the same at his / her own cost within 48 hours of the notice served upon the said Licensee for this purpose by the Administration, and would be liable to pay damages @5% of his total License Fee subject to minimum of 5,000/- per irregularity along with Legal actions as may be fixed by the administration for violation of the contract. The above penal action will be applicable for other offences also in addition to Legal action as decided by Indian Railways administration.

6.0 If any area included in the contract is subsequently required by the Indian Railways administration the same should be vacated forthwith and alternate area will be compensated based on the feasibility of the Indian Railways administration.

7.0 Name of the licensee or use of its official logo is only permitted to be prefixed or suffixed with the station name wherever the station names visible at station area (at the entry/exit gates, platforms and concourse areas) only. The prefix-suffix should be in a different font/colour and smaller in size as compared to the station name and Indian Railways' logo in order to maintain prominence of the station's name and IR's logo. For the purpose of prefixing/suffixing brand

name or logo to the name of the station, either of the two - brand logo or brand name - shall be permitted, and not both.

8.0 Station-branding at Indian Railways (....name of station) is related to the prestige, presence and culture of the (....city) along with this Railway's bonding with it. Hence branding in the station and semi-naming should be carried in such a way that it upholds the concept in a suave and acceptable manner and should contribute to Indian Railways' presence in (....city) rather than in a fashion that invites negative criticism owing to lack-lustre portray of the concept.

9.0 **The station Semi-Naming & Branding Rights shall include:** (i) Brand name and logo to be prefixed / suffixed to the station name at all places wherever the station name is displayed at the station, (ii) Licensee shall be given advertising rights in the circulating area of the station subject to conditions of Out of Home policy and availability of space, (iii) However, co-branding shall not be permitted on the railway tickets, PRS, websites, route maps, in announcements through the public address systems and on all locations/areas demarcated for the rail display network (RDN), *that covers station building, concourses, prominent locations on platforms, FOBs and structures immediately adjacent to station building near the entrance to the concourse/platforms*

10.0 **Other Provisions of the License:** i. The 'Licensee' may **prefix/suffix** the brand name with the name of the station i.e. the selected station be listed as "[XYZ [Brand Name]]" or "[Brand Name [XYZ]]"; where XYZ is the name of the selected station. The prefix-suffix should be in a different font/colour and smaller in size as compared to the station name. Such prefixing/suffixing shall be subject to approval of the Principal Chief Commercial Manager of the zonal railway. ii. The Licensee shall prepare a design plan and submit to Indian Railways for approval which must identify exact locations and type of branding planned for each station. iii. The brand name to be displayed should only be from the bidding entity. At any given time, only one brand name from the above shall be displayed at the stations (For example, if Bidding Entity A owns brands X,Y,Z, at any given time, if Bidding Entity decides to display brand X, then the branding at all the designated locations shall be of brand X only; for further clarification, the Bidding Entity cannot display brand X at a few locations, brand Y at a few locations, and so on) iv. Sub-licensing of Semi-Naming & Branding Rights shall not be permitted under any circumstances. v. During the tenure of the license period, the Licensee may be permitted to change the brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from Indian Railways. vi. The Licensee shall be provided

advertisement space within the station at locations described in **Annexure-I**. The Licensee may consider backlit panels, visual displays by electronic media (without audio) or any other innovative advertisement media. All advertisement formats and their proposed location shall be approved by Indian Railways. vii. Procurement, fabrication, installation of advertising units in coordination with Indian Railways. viii. Indian Railways shall provide access to power (as per conditions vide **Annexure-II**). However, it shall be the responsibility of the Licensee to design and install advertisement equipment minimizing the disturbance to the IR station finishes.

11.0 **Items not permitted as part of Semi-Naming & Branding Rights License.**

The Licensee shall not be allowed to include the following as part of Semi-Naming & Branding Rights: a) The brand name cannot be the name of a person or community / sect / caste / religion b) The Licensee shall have no objectionable and indecent portrayal of people, products or any terms. c) The use of Indian Railways name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed without prior permission. Allowing branding of the station by the winning entity should not to be construed as endorsement of the brand or any of its group companies, affiliates, etc. by Indian Railways. d) The designated advertisement space can only be utilized for displaying advertisements of the brand winning the Semi-Naming & Branding rights bid; advertisements of brands not owned and controlled by the above mentioned entities will not be permitted e) No surrogate advertisement is permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting. f) The Licensee is prohibited from carrying information or graphics or other items relating to alcohol and tobacco products. g) Any type of audio advertisement including from/in digital media shall not be allowed. h) Negative list of Advertisements: The following types of advertisements are strictly prohibited:

- Racial advertisements or advertisements propagating caste, community or ethnic differences
- Advertisements of drugs, alcohol, cigarette, or tobacco items
- Advertisement which may be obscene or propagating exploitation of women or child
- Advertisements depicting cruelty to animals
- Advertisements depicting any nation or institutions in poor light
- Advertisements banned by the Advertising Council of India or by Law
- Advertisements glorifying violence
- Advertisements of destructive devices and explosives depicting weapons and related items
- Lottery tickets, sweepstakes entries and related advertisements.
- Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- Advertisements by political parties and religious institutions.

12.0 Station-branding activities shall be restricted to the extent of items and area tabulated at **Annexure-I**. Prior to commencing the work of station-branding work, the licensee should get in touch with the station authorities to seek necessary assistance.

13.0 Indian Railways reserves the right to utilize the area in the station, other than the area licensed out for station branding, for commercial or other activities as deemed feasible without affecting the station branding work. The licensee should acknowledge and accept this term unconditionally.

14.0 All works related to station-branding shall have to be borne by the licensee at their own cost, in co-ordination/liaison with the Station Superintendent and / or Shift-in-Charge of the station concerned.

15.0 The licensee should ensure that their installations and activities will not be a cause for inconvenience to the Administration and the commuters as well, and at the same time should not infringe safety & security of Railway working.

16.0 The installations, whatsoever should remain static and neither block the passage for free movement of passengers nor interfere with visibility of Railway signage, and should not adversely affect any of the existing facilities/displays.

17.0 **The supply of electricity** shall be made available at the proposed advt. displays and payment to be made on actual usage. The electrical connection as well as installation shall be undertaken at licensee's cost under the supervision and as per specification of the Electrical Deptt. of Indian Railways.

18.0 **Charges** for the electricity consumption shall be assessed by the Elect. Deptt. for which the licensee shall be separately advised by that Deptt. for making payments accordingly. Terms & conditions for availing electricity from Railway's distribution system are at **Annexure-II**.

19.0 Indian Railways under no circumstances will be accountable for any cause of grievances, distrust, complaints arising out of the station-branding work.

20.0 Indian Railways shall not be responsible for the safety and security of licensee's installation inside station premises.

21.0 The participating tenderers are advised to visit sites of the offered location (Annexure-I) and acquaint themselves with the conditions and expected quantum of work in their own interest before submitting their offer. For this, the

tenderers may contact concerned Chief Commercial Manager of the zonal railway/Sr. Divisional Commercial Manager of the division.

22.0 The licensee will not occupy space in excess of the area and location other than specified in **Annexure-I** for the purpose. However, larger space may be permitted at a particular site where space is available subject to sanction of Indian Railways authority and payment of license fee on pro-rata basis.

23.0 If any area included in the contract is subsequently required by the Indian Railways administration, the same should be vacated forthwith and alternate area will be compensated within three months based on the feasibility of the Indian Railways administration.

24.0 Tenderers are requested to sign in every page of the tender document along with the draft agreement attached, as token of acceptance of the terms & conditions of the tender and location of offered sites and submit the same with their offer.

25.0 Agreement shall be executed with the licensee after commencement of the license and payments of the requisite dues. Till the agreement is executed, the terms and conditions of the tender as accepted by the licensee shall guide the contract.

Conditional Offer:

26.0 Indian Railways will not accept tender wherein conditional offer has been given. Such conditional offer will out rightly be rejected and Earnest Money(s) forfeited.

27.0 The tenderer shall hold the offer open for a period of 30 days from the date fixed for the opening of the same and will extend the same for further period as specifically asked for by Indian Railways.

28.0 The rates should be filled legibly in ink, in figures as well as in words. A tender containing any erasures or alteration in the tender documents or any over writing is liable to be declared invalid at the sole discretion of Indian Railways.

29.0 If the tenderers deliberately give wrong information in their tender or create circumstances for acceptance of their tender, Railway administration reserves the right to reject such tenders at any time.

30.0 In the case of a firm of more than one person the names of the partners must be filled in above and tender signed by one of the partners and should sign

first the firm's name and underneath his own name in full as partner and copy of partnership deed should be submitted along with the tender.

31.0 In the case where a tender is signed by a person or a partner of a firm for and on behalf of the proprietors or other partners of the firms, the tenderer undertakes the whole responsibility in respect of the authority in favour of such person as are referred to above that he signs the tender to bind the firm and he shall produce a power of attorney issued in favour of the signatory by the properties/partners of the firm along with the tender.

32.0 The tenderer should clearly specify that he/she is duly authorized to act on behalf of the company bidding for co-branding. In case of a company, the certified copies of Memorandum and Articles of Association with power of Attorney to sign the Tender Documents should be submitted. If the documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway administration will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firms made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper advice, the cost of which will be chargeable to the licensee.

33.0 If a tenderer expires after the submission of his tender or after the acceptance of his tender the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.

Tenure of license and payment of license fee :

34.0 The tenure of license shall be for a period of minimum one (01) year with maximum up to three (03) years.

35.0 (NIL)

36.0 (NIL)

Earnest Money:

37.0 Tender will have to be submitted along with Earnest Money in any of the acceptable form as described in Clause 11.0 of the Tender Notice drawn in favour of 'FA & CAO, ----- Railway', failing which the tender will be summarily rejected.

38.0 Earnest Money of the successful tenderer will stand converted into Security Deposit with the issue of Letter of Acceptance (LOA).

39.0 Earnest Money even after conversion into a part of Security Deposit shall be forfeited by the Indian Railways if balance of the Security Deposit is not deposited within the period of thirty(30) days of the issue of Letter of Acceptance (LOA). Besides forfeiture as stated, the successful tenderer shall be deemed to have committed breach of Agreement and the Indian Railways shall be entitled to recover compensation as described in Clause 105.0 of the terms and conditions of the tender documents.

40.0 Earnest Money of the unsuccessful tenderer shall be refunded within a period of 30 days from the date of acceptance of the tender without any interest.

Security Deposit:

41.0 The Security Deposit (SD) for this license after adjustment of Earnest Money will be an amount equivalent to 6(six) months license fee calculated for the final year of the contract to be submitted by the firm in advance, in the form of an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank within 21(twenty one) days from the date of issue of LOA in the standard format of Bank Guarantee, enclosed herewith at **Annexure-V**. Extension of time for submission of PBG beyond 21 (twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest @18% per annum shall be charged for the delay beyond 21(twenty one) days i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PBG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite BG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated Railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against the contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Start-up recognized by Deptt. of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

42.0 Validity of the PBG should cover the license tenure of the valid contract period plus one hundred eighty (180) days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of PBG extended to cover such extended time for completion of work plus one hundred

eighty(180) days. In case PBG is found to be forged during confirmation the EMD/advance license fee paid will be forfeited and contract stand terminated.

43.0 The PBG shall be released after successful completion of the license period and issue of 'No Claim' certificate by the licensee. Appeal for release of SD/PBG shall have to be submitted within six months of the completion of the contract failing which Indian Railways shall not be responsible for delay or inability, whatsoever, caused in release of the SD/PBG amounts.

44.0 It is further stated that the PBG to be submitted by the licensee should be sent to Indian Railways directly by the issuing Bank under Registered Post with AD.

45.0 If for any reason the amount of Security Deposit falls short of the required amount on account of recovery of damages costs etc., in terms of provisions of Clause 105.0 hereunder, the licensee shall be requested by a notice of not less than seven (7) days to replenish the Security Deposit by further deposit of such amount by which it has fallen short of such required amount.

Annual License Fee:

46.0 The successful tenderer shall have to pay the License Fee in advance on six(6) monthly basis for each year, in full. However, licence fee for the 1st half (6 months) of 1st year shall be payable within ten(10) days from the date of issue of Letter of Acceptance for the contract. In case of failure on the part of the licensee to do so, the license shall be terminated of the defaulting licensee and the Earnest Money submitted is liable to be forfeited by Indian Railways, who shall be entitled to issue fresh license in respect of the same location. Licence fee already paid once, shall not be refunded.

47.0 Furthermore, it shall be obligatory for the licensee to deposit license fees payable on half yearly basis in advance and before commencement of their respective halves, or else Indian Railways Administration will have the right to terminate the license of the licensee and to discontinue the display of advertisements forthwith and to remove all materials and vacate the land, structures of the Licensee and expenses so incurred shall be recoverable from the Licensee by the Indian Railways Administration. Moreover, Security Deposit submitted in the form of irrevocable BG/FDR shall be encashed and fresh contract awarded.

48.0 In addition to above, for failure in making payment of licence fee or any other dues in time during the contractual period by the Licensee, Indian Railways

reserves the right to take any action as deemed fit shall include imposition of penal interest (@18%) at the sole discretion of Indian Railways.

49.0 All payments to Indian Railways should be deposited in the form of Banker's Cheque/Demand Draft only drawn in favour of 'FA & CAO, ----- Railway'. No personal cheque of the Licensee shall be acceptable to Indian Railways as per extant rule.

50.0 Licensees will get clearance for the scope of works defined in Annexure-I for that particular trade from statutory/competent authority. Licensee shall also be liable to pay all taxes imposed by the authority/authorities acting on behalf of the State Govt., Central Govt. and local body including applicable GST (as stipulated under para 53.0) under reverse charge mechanism . It will be the sole responsibility of the Tenderer/Licensee to pay operational tax/statutory tax (including GST as stated above) etc. if any imposed by the authority acting on behalf of Court/State Govt./Central Govt./Local bodies/Statutory bodies/Municipality etc. Indian Railways Administration shall not be liable for payment of any such fees, taxes (including GST), levies or other expenses and reimbursement/adjustment of any payment made on this behalf by the Licensee.

Extent of the Licensees' Rights and Obligations :

51.0 The licensee shall keep the advts. and allied structures clean and regularly paint them for maintaining the aesthetics. Further, during currency of the contract, the advts. may be required to be temporarily shifted for undertaking any maintenance or emergent activity by Indian Railways and in that case the licensee shall not claim any refund for period on non-display (if any) that might arise due to the maintenance or emergent activity.

52.0 To follow the terms and conditions without any deviation and to clear all dues to the Railways, in time.

53.0 The licensee shall be liable to remit Goods and Service Taxes (GST), presently @18% of the license fee or as payable from time to time along under RCM directly to tax authorities.

54.0 The Licensee shall comply and always bound to comply with all the statutory provisions of relevant Laws/Rules as applicable with regard to Laborers, Employees, Agents etc to be engaged by Licensee for the purpose of this Tender. The Indian Railways will not be responsible in any manner in this regard and the Licensee shall be bound and always bound to indemnify the Indian Railways in the event of any loses/damages/harms occurred due to above.

55.0 The advt. boards should be installed in such a way that the Railway installations are not infringed. In case of any deviation of the above, the display items shall be suitably re-positioned by the licensee at their own cost.

56.0 While installation of display boards / hoardings and fixing of vinyl stickers, safety of the Railway structures should not be compromised. Drilling on Railway structures to be avoided.

57.0 Any deviation on this account shall be viewed seriously and the license will be dealt as per provisions narrated under Clause 105.0 and/or Clause 77.0 hereunder.

58.0 To guard against fire hazards, fire resistant materials are to be used. In addition to this, adequate no. of fire extinguishers are to be kept ready for combating occurrence of fire.

59.0 Hygiene/Cleanliness during the entire period of License will be maintained by the Licensee at their own cost and manpower. In case of deviation(s) noted, the license shall be dealt as per Clause 105.0. The licensee has to abide by the latest health and hygiene protocols / guidelines related to Covid-19 and / or any other disease / epidemic / pandemic as issued from Indian Railways or Central & State Govts.

60.0 The design, matter, language and colour scheme of the advts. will have to be approved in advance by Indian Railways Administration. The Indian Railways administration reserves the right to refuse any advt. if the same is considered unsuitable for installation on certain sites and no appeal/correspondence on this issue will be entertained.

61.0 On receipt of the Letter of Acceptance (LOA), all payments are required to be made/should be cleared to the Indian Railways within the timeframe stipulated and the proposal for installation of station-branding items is to be submitted with detailed Engg. Plan, drawing and design. The licensee shall start execution of the work at the allotted space only after deposit of necessary License Fees, Security Deposits and Cess Charges in full and submission of Engg. Plan, drawing and design. If the firm does not turn up after issue of LOA, the full amount of Earnest Money will be forfeited and Railway administration will be at liberty to float fresh tender.

62.0 All works related to station-branding work should be executed under the supervision of respective Station Superintendent or their authorized representative & Supervisors of Traffic Deptt. of Indian Railways or his authorized representative. The licensee should submit a joint report (signed by the licensee, Engg. Deptt., Elect. Deptt. & Optg. Deptts. representatives) clearly

specifying the actual area utilized. Additional care should be taken by the Licensee while installing their advts. etc. at the permitted space/area. In addition to this, they should also ensure that the safety and movement of commuters are not infringed.

63.0 The advts. should not block the passage for free movement of the passengers. It should be ensured that aesthetics and feeling of openness at stations are duly catered for. The advts. should not interfere with visibility of Railway signages and should not adversely affect any of the existing facilities.

64.0 On expiry of the period of contract, the licensee shall remove all the implements/advts. materials from the Indian Railways premises at their own cost, within fifteen(15) days from the date of expiry of the license and hand over peaceful possession of the site to the Railway administration.

65.0 In the event of termination of contract, the licensee shall also remove all the implements/ materials from the Indian Railways premises and hand over the peaceful possession of the site to the Railway administration at their own cost, within fifteen (15) days from the date of termination of the license, if specifically permitted by Indian Railways.

66.0 In the event of failure on the part of the agency to remove the materials as mentioned in Para 64.0 and 65.0 above, Indian Railways administration will be a liberty to remove the same and vacate the space/advts. along with all materials and structure of the agency/licensee and expenses so incurred in the process shall be recoverable from the Agency by the Railway Administration.

67.0 Further on expiry of the license if the agency fails to hand over the site to Indian Railways, they shall be liable to pay occupation fees from the date of expiry/termination of the license to the date of physical removal of the same on pro-rata basis and the agency shall be permitted to remove its belongings/materials only when it has paid all the charges due to Indian Railways.

68.0 In case the agency fails to install and display materials at any of the station(s) within the specified period, for reasons entirely attributable to the agency, they will still be liable to pay the licence fee for the entire period of contract. Further, in such an event Indian Railways would be free to allot the site to any other agency for installation of advts. as it deems fit.

69.0 Installation, running and maintenance of advts. should be consistent with the area tabulated at **Annexure-I** and will be the sole responsibility of the Licensee/agency for ensuring the same.

70.0 Indian Railways premises will not be available for fabrication of frames and fixtures etc. This will be done by the Licensee at their own cost and premises.

71.0 The Licensee will have to arrange and provide at its own the cost of their fixtures, fittings etc. and arrange for their maintenance also. Fixing should be done in a befitting manner. Further, arrangements shall be such as to ensure that there shall be no fire hazards or commuters' obstruction during entry/exit. Only fire proof materials are to be used for installation of advts.

72.0 The licensee will follow the terms and conditions in vogue, without any deviation, and shall be liable to clear all dues payable to Indian Railways, in time.

73.0 Amendments or corrigendum to the agreement from Indian Railways may however be issued as and when necessary and the same shall be binding with the Licensee/Licensees.

74.0 Following preventive measures within ambit of Plastic Waste Management Rules 2016 with amendment issued on 27.03.2018 shall be applicable and obligatory for the tenderers. In case of deviation(s) noted, the license shall be dealt as per Clause 105.0 and/or Clause 77.0.

- (a) Use of single use plastic material is banned.
- (b) Use of plastic carry bags to be avoided.
- (c) Customers/consumers should be encouraged to reduce, reuse and refuse plastic products and to use inexpensive reusable bags to reduce plastic footprint.

Railway Administration's (Licensor's) Rights and Obligations:

75.0 Indian Railways reserves the right to exclude any space at its sole discretion, if the space is required for some other purpose including property development.

76.0 Indian Railways reserves the right to claim and realize all the dues/unrealized payments/penalties against the Licensee.

77.0 Periodical inspection will be conducted by Indian Railways Administration and jointly with the licensee, if considered necessary. On notice of discrepancies/failure to carry out the instructions issued by Indian Railways administration by the licensee, within a reasonable time, may compel the Indian Railways administration to impose a fine of ₹ 5,000/- per irregularity.

78.0 Indian Railways will provide all the benefits and co-operation as per terms and conditions and shall also include:

- (i) To allow the Licensee to enjoy his/their rights under the License till expiry unless otherwise specified/required to do so.
- (ii) To resolve and settle any dispute, amicably, if arises during the licensed period within the ambit of terms and conditions of this license, without incurring any financial loss to Indian Railways.

Right of Indian Railways Administration to reject the Tender:

79.0 The Indian Railways reserves the right to reject any or all the tenders without assigning any reason thereof. The decision of the Indian Railways Administration in this regard shall be final and binding.

Termination of License:

80.0 The Indian Railways Administration reserves the right to terminate the license without assigning any reason thereof at any time by giving 30 (thirty) days' notice provided that in exigencies, as decided by Indian Railways administration, the license may be terminated forthwith and the licensee shall not be entitled to receive any compensation other than the proportionate refund of the license fee deposited in addition to the Security Deposit without any interest.

81.0 If the contract is terminated on administrative ground, in that case, the licensee shall not be entitled to receive any compensation other than the proportionate refund of the license fee deposited, in addition to the Security Deposit without any interest.

82.0 If the contract is terminated due to breach of contract conditions, the licensee shall not be entitled to receive any compensation or any refund of licence fee. In addition to this, the full amount of Security Deposit submitted in the form of irrevocable Bank Guarantee / Fixed Deposit Receipt shall stand forfeited along with imposition of other remedial measures, as may be deemed fit.

Manner of execution of work :

83.0 The licensee shall ensure that no damage is caused to Indian Railways structures while executing any item of the job under the license and the mode of execution of work should not endanger the safety in train as well as station operation in any way. The responsibility of licensee in case of any accident caused by the installed structure of licensee or any act of licensee in railway premises causing damage to life and property of railway and non railway

personnel shall be of the licensee. During the entire operation period of such contract if any untoward incident happens which causes threat/loss/death to human life and/or property the licensee should be liable for the compensation of the same and Railway administration will not take any responsibility.

84.0 Free passes for rail journey shall not be granted.

85.0 The licensee shall ensure that no inconvenience is caused to the Railway Administration while executing the work.

86.0 The work should be undertaken during Non-Commercial hours only, after obtaining valid work permission from the concerned divisional office within ten(10) days from the date of issue of LOA. To enable this office for issue of such permission, the licensee shall submit the names of workmen and their age, their father's name, Present & Permanent Addresses, Designation/status along with photographs who will undertake installation/maintenance works at stations and so also for security clearance, at least seven (7) days in advance, in the format enclosed at **Annexure-III**, before commencement of the proposed work.

87.0 **Police Verification** : (a) The Contractor/Licensee shall get Police Verification of the persons engaged by him for their present and permanent address; (b) The responsibility of Police Verification and engaging a person with appropriate credentials lies solely with the Contractor/Licensee; not with Indian Railways at all.

88.0 **Identity Card**: Identity Card to Contractor's/Licensee's staff should be issued by him under his signature & seal as per sample format enclosed at **Annexure-III/A**.

89.0 The worker's shall keep their I/Cards with them at work place and offer the same for scrutiny by Railway Authority, whenever demanded.

90.0 In absence of I/Card, a worker shall be treated as unauthorized and appropriate action shall be taken against him as per law.

91.0 Contractor/Licensee's workers should preferably wear fluorescent/suitable colour clothes while working in Indian Railways premises during night time.

92.0 On termination of worker(s) or on completion/termination of contract, the I/Cards issued to workers shall be taken back by the Contractor/Licensee. The Contractor//Licensee shall be responsible for misuse of I/Cards, if any.

93.0 The Contractor/Licensee and on duty RPF staff will ensure that every worker/supervisor, before entering in IR premises, will face CCTV camera for a moment for verification.

94.0 In case Gate Pass is lost, the Contractor/Licensee should immediately report to Inspector/RPF concerned along with a letter duly recommended by the concerned Deptt. for issuing duplicate Gate Pass after due verification.

95.0 In normal course, Gate Passes will be valid for 03(three) months or tenure of the contract whichever is less. In case, tenure of the contract is for longer period, Gate Passes shall be renewed after every 03 (three) months.

96.0 Provision of adequate space should be kept at the site/sites for maintenance purpose.

Statutory Compliance :

97.0 The licensee shall remain responsible for complying statutory provisions as may be applicable from time to time. Indian Railways Administration shall not be liable for non-compliance of the above.

Terms & Conditions for availing Electricity connections :

98.0 The terms & conditions for availing electric connection from Indian Railways's distribution system are at **Annexure-II**, enclosed herewith.

99.0 It shall be obligatory for the tenderers to use ZHLS cables and acquire proper fire safety measures.

Commencement of License:

100.0 The date of commencement of the license will be reckoned on and from **30 DAYS** from the date of issue of the Letter of Acceptance (LOA).

101.0 **Conciliation of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "PCCM" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Commercial Manager or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s).

When the parties sign the settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated as per Section 76 of The Arbitration and Conciliation Act, 1996.

101.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

101.(2) : Demand for Arbitration:

101.2 (i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 101.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

101.2 (ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

101.2 (ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

101.2 (iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

101.2 (iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

101.2 (iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

101.2(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

101.2 (iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

101.2 (v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

101.3: Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

101.4 : Appointment of Arbitrator:

101.4(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

101.4 (a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

101.4 (a)(ii): In cases not covered by the Clause 101.4 (a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees.

While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

101.4(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 101.4(a)(i) and clause 101.4(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

101.4 (b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/-(Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside

the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

101.4 (c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

101.4 (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

101.4 (c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 101.4(a)(i), 101.4(a)(ii), 101.4(b)(i) & 101.4(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

101.4(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

101.4 (d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

101.4(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

101.5: In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

101.6: Where the arbitral award is for the 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.

101.7: The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

101.8 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

102.0 Subject to the terms & conditions contained in this Tender document, the terms & conditions and stipulations of Indian Railways General Conditions of Contract for Services January 2018 as may be modified from time to time through latest correction slips, shall govern the Contract.

103.0 The licensee shall be governed by the Laws of India for the time being in force.

Recovery of Damages:

104.0 If the licensee, while executing any item of the job under the license damages Indian Railways structures, Indian Railways Administration will be entitled to serve 48 hours' notice on the licensee and to obtain such services from any other person/firm/company. The licensee shall be liable to reimburse the cost incurred by the Indian Railways to obtain such services, failing which the cost so incurred by the Indian Railways shall be recovered from the Security Deposit of the licensee.

Penalty:

105.0 The Licensee shall be liable to pay @5% of the annual license fee subject to a minimum of ₹ 5,000/- for violation of each of the following acts and omissions in addition to legal action :

- (a) Not following the instructions by the Indian Railways Administration;
- (b) Any staff of licensee found in drunken condition/indulging in improper conduct;
- (c) For any staff of the licensee found creating nuisance on duty;
- (d) Any other violation as decided by the competent authority.

Indemnity:

106.0 If any direct or indirect loss damage or injury is suffered, sustained or incurred by the Indian Railways Administration during the tenure of license, the Indian Railways administration reserves the right to recover the value of such loss/damage from the licensee by adjustment with the security deposit or otherwise without prejudice to any other legal remedy that the Indian Railways may consider fit and proper to take against the licensee and also without

prejudice to Indian Railways' right to recover damages under other terms and conditions of this license.

106.1 The licensee shall indemnify the Indian Railways Administration against any charge, action, damage caused to or likely to be caused to the Indian Railways any time during the period of license and till clearance of the site etc. by the third party engaged by the licensee in connection with the said work.

107.0 The licensee shall indemnify by executing the non-judicial stamp paper of ₹ 50.00 (or as applicable from time to time) in the proforma to be supplied by the Indian Railways Administration for execution by the licensee for indemnifying the Indian Railways in terms of Clause 106.1 stated above, on the date of execution of Agreement.

Jurisdiction:

108.0 In case of any dispute or difference other than Arbitration shall arise between the parties during the pendency of the contract or after its termination or earlier determination as to its meaning and construction or to any other matter or thing arising directly or indirectly under the contract then and in such an event the same shall be subject to the exclusive jurisdiction of Courts at the city of location of station.

Safety :

109.0 The licensee shall warn all its workmen about the dangers of electrified area & resist them from going near it unless specifically permitted by the Railway.

Modification In Agreement:

110.0 Any addition/ alternation/ changes/ modification/ review and extension can be made to this Agreement, only with the mutual consent of the Tenderer and the Railway Administration as per Schedule of Powers, applicable on Railway Administration.

Change in Address:

111.0 Any change in the address of Tenderer shall be forthwith be intimated in writing to railway administration. Railway Administration shall not be responsible for any loss/inconvenience suffered by Tenderer on account of its failure to comply with this condition.

Amendments:

112.0 Except otherwise as herein provided, any verbal or written arrangements abandoning, varying or supplementing any clause of this agreement shall be deemed conditional and shall not be binding on either party unless and until the same are endorsed on the agreement or incorporated in a formal instrument and signed by both the parties.

Errors, Omissions &Discrepancies:

113.0 The Licensee(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the administration, without delay. No claim for the misinterpretation shall be entertained.

Schedule of bid :

114.0 The license fee should be quoted both in words and figures and in case of any dispute or difference in quoted amount, the higher value amount quoted (in between amount quoted in words and figures) shall be considered.

115.0 Bids for tender under this license shall be submitted in the proforma enclosed at **Annexure-IV**, under clear signature of the Tenderer.

116.0 Financial evaluation shall be done as per the amount of license fee quoted in the 1st year, for the stations offered, as described in **Annexure-IV**.

117.0 Amount quoted as license fee in **Annexure-IV** shall be for the total station. Offers shall not be accepted for any particular items / piecemeal bids within a station. Such offers shall be summarily rejected.

118.0 Force Majeure Clause (taken from GCC)

If at any time, during the continuation of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosion, epidemic, strikes, lock outs or Acts of God (herein after referred to as events) provided, notice of the happening of any such events is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and

the decision of the railway manager as to whether the works/services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding one hundred and twenty(120) days, either party may at its option terminate the contract by giving notice to the other party.
