

Tender No. CA11/EV Charging MMCT



पश्चिम रेलवे  
Western Railway

**Mumbai Central  
(Commercial Branch)**

“Serving Customers with Smile”

**TENDER DOCUMENT**

Sr. No.	Particulars	Details
1	<b>Name of Work / Tender Title</b>	Tender for Establishment of Electric Vehicle (EV) charging station at Mumbai Central (MMCT) station of Mumbai Division for a period of 5 years.
2	Type of e-Tender	Open E-Tender (Single Packet System)
3	e-Tender Notice No. & Date	<b>CA11/EV Charging MMCT dtd. 07.04.2021</b>
4	<b>Bidding Style</b>	Single Rate Schedule
5.	Schedule	01 station
6.	<b>Advertised Value / Reserve Price (Per annum)</b>	<b>Rs. 2,64,074/-</b> (Excluding Taxes, etc)
7.	<b>Total Tender Value</b>	<b>Rs. 14,04,627/-</b> for 5 yrs (Excluding Taxes, etc)
8.	<b>Earnest Money Deposit</b>	<b>Rs. 28,100/-</b> Earnest Money Deposit shall be accepted only through online net banking or E-payment gateway.
9.	<b>Cost of Tender Documents (Non-Refundable)</b>	<b>Rs. 2,000/- (Non-Refundable)</b> Cost of tender shall be accepted only through online net banking or E-payment gateway.
10.	Amendment/Corrigendum, if any	Kindly visit website <a href="http://www.ireps.gov.in/">www.ireps.gov.in/</a> till tender closing time & date for any amendments/Corrigendum.
11.	Time and Date for Closure for Submission of e-Tender Document	Up to 15.00 Hrs. on <b>07.05.2021</b> through online website <a href="http://www.ireps.gov.in/">www.ireps.gov.in/</a> only
12.	<b>Validity of Offer ( Days)</b>	45
13	<b>Period of Completion</b>	<b>5 Years</b>
14	Address for Correspondence	Assistant Commercial Manager (TC) Commercial Section, First Floor, Divisional Railway Manager's Office Mumbai Central, Mumbai - 400008 Phone: 022- 67644202/212

**INDEX**

TENDER FORM	5
DECLARATION	7
INSTRUCTIONS TO TENDERER(S) AND TERMS & CONDITIONS OF CONTRACT	8
1) General Instructions:	8
2) Definition :	9
3) Scope of Work:	10
Additional Conditions:	14
4) Eligibility Criteria	15
7) Method of Tendering :	18
8) Validity of Offer :	18
9) Earnest Money Deposit (EMD) :	19
10) Security Deposit :	19
11) Commencement of Contract:	19
12) Period Of Contract :	20
13) Payment Schedule :	20
14) Failure to pay Charges:	20
15) Special Conditions :	21
16) Electricity and Other Charges:	21
17) Wrong Information by Tenderer:	22
18) Security Arrangements:	22
19) Compliance To Tender Conditions & Specifications :	22
20) Authority For Acceptance :	22
21) Restrictions On Rights :	22
22) Agreement:	23
23) Modification In Agreement :	23
24) Stamp Duty / Cost / Expense Bearing:	23
25) Engagement of other Companies :	23
26) Untoward Incidence :	23
27) Termination :	23
28) Arbitration :	24
29) Miscellaneous:	25
30) Partnership Deeds, Power of Attorney, etc:	26
31) Notice :	26
32) Change in Address :	26
33) Clearance from Civil Authorities :	26
34) Lien in respect of Claims in other Contracts:	27
35) Labour Laws :	27

## Tender No. CA11/EV Charging MMCT

36) Governing Laws	27
37) Force Majeure	27
38) Copyright Act, 1957	27
39) Indemnity	28
40) Appeal	28
41) Jurisdiction	28
42) Amendments	28
43) Errors, Omissions & Discrepancies	28
FORMAT OF AGREEMENT	29
1) Definition :	29
2) Scope of Work:	30
Additional Conditions:	34
3) Earnest Money Deposit (EMD):	35
4) Security Deposit :	35
5) Commencement of Contract :	36
6) Period Of Contract :	36
7) Payment Schedule :	36
8) Failure to pay Charges:	37
9) Special Conditions :	37
10) Electricity and Other Charges	38
11) Wrong Information by Tenderer:	38
12) Security Arrangements:	38
13) Compliance To Tender Conditions & Specifications :	38
14) Authority For Acceptance :	39
15) Restrictions On Rights :	39
16) Agreement:	39
17) Modification In Agreement :	39
18) Stamp Duty / Cost / Expense Bearing:	39
19) Engagement of other Companies:	40
20) Untoward Incidence :	40
21) Termination :	40
22) Arbitration :	40
23) Miscellaneous:	42
24) Partnership Deeds, Power of Attorney, etc:	42
25) Notice :	42
26) Change in Address :	43
27) Clearance from Civil Authorities :	43
28) Lien in respect of Claims in other Contracts:	43

## Tender No. CA11/EV Charging MMCT

29) Labour Laws :	43
30) Governing Laws	44
31) Force Majeure	44
32) Copyright Act, 1957	44
33) Indemnity	44
34) Appeal	45
35) Jurisdiction	45
36) Amendments	45
37) Errors, Omissions & Discrepancies	45
(Format for Bank Guarantee)	46
(Format of Affidavit 2)	48
ANNEXURE-A	49

Tender No. CA11/EV Charging MMCT

**TENDER FORM**

To  
The President of India  
Through the Senior Divisional Commercial Manager,  
Western Railway, Mumbai Central Division, Mumbai.

Sub: \_\_\_\_\_ [Tender Title/Name of work]

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I / We \_\_\_\_\_ have read all the Terms and conditions to tender document, & Draft agreement annexed to the tender document, and understood the same, and I/We hereby agree to abide by the conditions/stipulations mentioned therein. I/We also hereby agree to abide by the General Conditions of Contract (with latest amendments if any) on Railway website <http://www.indianrailways.gov.in>.

I / We also agree to keep this tender **open for acceptance for a period as mentioned in NIT** from the date of opening of the tender and for a further extension period mutually agreed upon. If required, and in default thereof, I/We will be liable for forfeiture of my/our earnest money deposit.

The requisite earnest money as specified in the tender notice has been submitted online as Earnest Money Deposit. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if **I/We do not make the License fee payment and submit requisite security deposit within the prescribed time limit, resulting in withdrawal of the offer.**

**I/We agree that until a formal agreement is prepared and executed, acceptance of this tender & terms and conditions stipulated in the Letter of Acceptance of my / our offer for this work shall constitute a binding contract. I/We agree that payment of stamp duty if any, for the agreement to be executed in pursuance of this tender including all other costs will be borne and paid by us, being the successful Licensee undertaking the work.**

I/We agree to pay all taxes and any other charges/levies whatever payable or hereafter becomes payable to the Railways, Government, State Governments and Civic/Local Bodies in addition to the License fee (Tender offer) quoted online, for a period of five years and shall abide by the Rule/Law of land in force.

I/We submit the tender with the following details and offer:

Sr. No.	Particulars	Details of document	Page from	Page to
1.	Full Name of the Applicant / Firm / Company etc. (Applying for tender) in BLOCK LETTERS.			
2.	Legal status of the applicant (i.e. Whether the applicant is Sole Proprietor, Partnership firm, company etc. If applicants are firms (proprietary or partnership), Company (Pvt. Ltd. or Public Ltd.), Cooperative Society etc. full details along with supporting documents should be submitted).			
3.	Full Office address with Pin Code and phone no., Email id / Fax no. (For proof of address, documents should be submitted in			

## Tender No. CA11/EV Charging MMCT

	accordance with Eligibility Criteria)			
4.	Present Full Residential address of the applicant (For proof documents should be submitted in accordance with Eligibility Criteria)			
5.	Pan No. with documentary proof of PANCARD			
6.	Copy of GSTN Registration certificate			
7.	Current Solvency Certificate for financial status (Issued by Banker of applicant(s) for current financial capacity of not less than 50% of the indicated Reserve Price.			
8.	Profit and Loss Accounts accompanied with audited Balance Sheet certified by Chartered Accountant for last two financial years.			
9.	Bank statement for last 06 months updated till last date of previous month excluding the month of bidding start date			
10.	Whether debarred / Blacklisted by any Railway Administration, BMC or any other Civic body, Government of India or State Government and other relevant clauses as per format enclosed in tender document. (Affidavits as per enclosed format should be submitted in accordance with Eligibility Criteria)			
11	Addition condition or deviation made by the Tenderer/s in a separate statement with covering letter.			

PHOTO (Passport size)	SIGNATURE OF THE TENDERER(s)
	NAME IN BLOCK LETTERS :
	ADDRESS:
	DATE : Phone No. :

Tender No. CA11/EV Charging MMCT

**DECLARATION**

To The President of India Through the Senior Divisional Commercial Manager, Western Railway, Mumbai Central Division, Mumbai.
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Sub: \_\_\_\_\_ [Tender Title/Name of work]

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I/We \_\_\_\_\_ have physically checked the stations/locations/sites and accessed the financial viability in terms of earning potential of project and expected cost for execution of the work etc.

I/We have submitted the tender/quotation online after a careful checking and understanding of locations, nature/size of site and latest position of tender areas, conditions of contract, scope of work and future development and changes to avoid difficulties or problems later on.

I/We state that there is clear commercial viability for the installation, operation and maintenance of services proposed in tendered area/stations/locations/sites and there is no obstruction of any sort.

Recent PHOTO (Passport size)	SIGNATURE OF THE TENDERER(S):  NAME of Tenderer:  ADDRESS:   DATE : Phone No. :
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**INSTRUCTIONS TO TENDERER(S) AND TERMS & CONDITIONS OF CONTRACT****1) General Instructions:**

- a) The intending tenderer (s) must be registered on e-tendering portal <https://www.ireps.gov.in>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- b) The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-III digital signature with Company name issue by any Certifying authority (CA) authorized by Controller of Certifying authorities i.e. CCA India. The list of Certifying Authorities from whom such Digital signing certificate can be obtained is available on the website of Controller of Certifying Authorities ([www.cca.gov.in](http://www.cca.gov.in)). The tender document can only be downloaded from e-tendering portal using class-III digital signature. However, the tenderer shall upload their tender on <https://www.ireps.gov.in> using class-III digital signature of the authorized signatory only.
- c) Tender submissions shall be done online on <https://www.ireps.gov.in> after uploading the mandatory scanned documents and other documents as stated in the tender document using valid Digital Signature Certificates. Instructions for on-line bid submission are furnished hereinafter.
- d) Tenders shall be uploaded online on <http://www.ireps.gov.in> at stipulated date and time provided in NIT. The tendering authority cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.
- e) Only “Earnest Money Deposit” and “Cost of Tender Document” shall be submitted through online net banking or payment gateway as per schedule mentioned in NIT. No, tenderer shall submit “Earnest Money Deposit” and “Cost of Tender Document” manually or through postal to this office.
- f) The tender inviting authority may, at his discretion, extend the deadline for submission of tenders by issuing an amendment/corrigendum, in which case all rights and obligations of the tender inviting authority and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- g) **Late/Delayed Tenders:**
  - a. Submission of Tenders shall be closed on e-tendering website of RAILWAY ADMINISTRATION at the date & time of submission prescribed in NIT after which no tender shall be accepted.
  - b. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal <https://www.ireps.gov.in/> before the deadline of submission. RAILWAY ADMINISTRATION will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenderers are advices to upload their submissions well before the due date and time of tender submission to avoid any problem and last minute rush.
- h) **Modification, Substitution And Withdrawal Of Tenders:**
  - a. Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Tender Inviting Authority and submitted by the Tenderer with or as part of his Tender.
  - b. No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
  - c. The Tender submitted online (with last modification) will be taken as a final bid.
  - d. Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Earnest Money Deposit.
- i) **Format and Signing of Tenders:**
  - a. Tenderer shall upload all documents/certificates in support of credentials as per the eligibility criteria & Terms and Conditions of tender, failing which their tender shall be rejected. The onus of establishing the credentials of the Tenderer(s) and document



## Tender No. CA11/EV Charging MMCT

- submitted lie with the Tenderer. However, Railway Administration reserves the right to verify the contents of documents uploaded, affidavit from the department concerned, either before the award of, or during the currency of the contract. Furnishing of false document, affidavit would automatically lead to termination / cancellation of the tender / contract including forfeiture of security deposit and initiation of legal proceedings against the Tenderer / contractor as per affidavit.
- b. All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf format).
  - c. Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the tender inviting authority, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.
- j) The Tenderer(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. All tenders shall be submitted in the prescribed forms in accordance failing which they are liable to be rejected. Tenderer shall quote his/their offer / rate online on [www.ireps.gov.in](http://www.ireps.gov.in) website in the Tender Form (enclosed).
  - k) The Tenderer shall upload a separate statement, consolidating at one place, regarding additional condition and /or deviation of clauses. It should however be noted that the Railway reserves the right to consider or reject such additional condition or deviations without assigning any reason.
  - l) Tenderers are advised to keep in touch with e-tendering portal <https://www.ireps.gov.in> for updates.
  - m) **Assistance To Bidders** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to tender, contact helpdesk of IREPS portal.
  - n) For all other queries: **Contact at: Advertisement Section** Mobile Numbers: 022-67644212 E-Mail: [acmadvtgbct@gmail.com](mailto:acmadvtgbct@gmail.com)

**2) Definition :**

- a) Railway/Railway Administration –Railway/Railway Administration shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorised to deal with any matters, which these presents are concerned on his behalf
- b) General Manager – General Manager means the General Manager of a Zonal Railway appointed under Section 4 of the Railways Act, 1989.
- c) Principal Chief Commercial Manager means the officer in administrative charge of Commercial Department of Zonal Railway.
- d) Divisional Railway Manager (Commercial) means the officer in-charge of the Commercial Branch of the Division of the Zonal Railway.
- e) "Advertisement" means and includes any device or representation in any manner such as announcement or direction by word, letter, model, image, or a combination of signs by means of posters, hoarding, banners, temporary arches, electronic display, name boards, direction boards, balloons or any other visual or audible media or any other innovative media, etc. displayed to promote a product or service under categories covered in these definitions.
- f) "Competent Authority" means the Senior Divisional Commercial Manager of Mumbai Division. "Appellate Authority", means the Divisional Railway Manager of Mumbai Division and "Second Appellate Authority" means the Principal Chief Commercial Manager of Zonal Railways.
- g) Letter of Acceptance (LOA) - the Letter of Acceptance means the Letter of Acceptance, of successful bidder's offer, issued by Railway Administration.
- h) Letter of Authority – Letter of Authority means the letter issued by Railway Administration permitting display of Advertisement / execution of work after receipt of required license fee and security deposit as per payment schedule.
- i) Commencement Date of Contract – means the date from which the contract is commenced.

## Tender No. CA11/EV Charging MMCT

- j) Expiry Date – means the last date of the contract period from the date of commencement.
- k) Year – means the period of 365 days from the date of commencement of the contract and subsequent years of same days. Leap year means period of 366 days.
- l) Monthly Period /Quarterly Period / Half Year – means the period of one month/three months and six months, respectively as calculated from above.
- m) Tendered area means the earmarked area of awarded media in sq. ft. for display of advertisement/execution of work. Tenderer means the Agencies / Companies/ Firms who has submitted the tender and contract allotted.
- n) Advertisement rights mean permission for display of advertisement on the earmarked / allotted area for advertisement.

3) **Scope of Work:****A. Objective and Concept:**

- a. The Tenderer(s)/Licensee(s) shall have to establish, operate and maintain Electric Vehicle (EV) charging Station at Mumbai Central (MMCT) station of Mumbai Division for a period of 5 years on self-financing basis. (Identified location is attached as **Annexure A**).
- b. **Electric Vehicle (EV) charging Station is a machine that supplies electric energy for the recharging of plug-in electric vehicles.** The Tenderer(s)/Licensee(s) shall have to provide **Charging facility for all types of Electric Vehicles (2/3/4 wheeler vehicles- Bikes/Auto Rickshaws/Cars etc.)** at allotted space at Mumbai Central (MMCT) station of Mumbai Division. The Tenderer(s)/Licensee(s) is/are also allowed to provide **Battery swapping facility for Electric Vehicles in addition to Charging facility.**
- c. The Tenderer(s)/Licensee(s) will be allotted a space measuring **100 sq.ft. (9.29 sq.mtr) as mentioned in Annexure A.** No additional space/area will be given for inventory or any other purpose over and above allotted area as mentioned above.
- d. The successful Tenderer(s)/Licensee(s) shall take over the possession of the tendered area (as mentioned in Annexure A) on 'as is where is' basis and shall establish, operate and maintain Electric Vehicle (EV) charging Station including requisite fitments, make adequate provision of equipment, stationery and manpower, payment of wages/salaries to the workforce at its own cost.
- e. The Electric Vehicle (EV) charging Station shall be installed under the guidance / supervision of the Station Master, Sectional CMI, SSE (W/A) Bandra and Sectional Engineer of Electrical Branch of concern station.
- f. The Tenderer(s)/Licensee(s) should ensure that the Electric Vehicle (EV) charging Station remain functional throughout the time (24 x 7) and any repairs, maintenance & replacement if required will be done by the party immediately at his own cost.
- g. The Tenderer(s)/Licensee(s) shall obtain all necessary permissions, clearance, certifications, from Government, Local bodies, Committees, if required for operation of Electric Vehicle (EV) charging Station.
- h. The Tenderer(s)/Licensee(s) is/are permitted to take electricity connections from Railways or any other source subject to necessary permissions from Electrical Department of the Western Railway Mumbai Division.
- i. **At a time, only one (3wheeler/4wheeler) / sufficient vehicles (2 Wheeler) within the allotted area should be allowed to Charge from Electric Vehicle (EV) charging Station. The Tenderer(s)/Licensee(s) should take care that no queuing of vehicles should take place in Railway premises. The vehicles waiting for charging either should be outside the Railway station premises or in the Pay & Park area of Mumbai Central (MMCT) station by duly paying the parking charges.**
- j. The Tenderer(s)/Licensee(s) should establish the Electric Vehicle (EV) charging Station in such a manner that it should enhance the ambience of the surroundings by using good quality and standard material.
- k. Railway Administration does not guarantee for the adequate number of Electric Vehicles for charging at Electric Vehicle (EV) charging Station. The

## Tender No. CA11/EV Charging MMCT

Tenderer(s)/Licensee(s) shall not have claim for any compensation in case of non-availability or reduction of Electric Vehicles for charging service at Electric Vehicle (EV) charging Station.

1. Any Mandatory work required for Electric Vehicle (EV) charging Station to be undertaken by the Tenderer(s)/Licensee(s) at his own cost during any time of contract period.

**B. Charges for services at Electric Vehicle (EV) charging Station:**

- a. Charges/Tariff for various facilities will be market driven for similar facilities and shall require approval of Railway Administration/Competent Authority i.e. Sr. DCM/BCT.
- b. Railway Administration reserves the right to make any amendment in such Charges/Tariff at any time during the contract. The same will be binding on Tenderer(s)/Licensee(s).
- c. Charges shall be inclusive of GST and Tenderer(s)/Licensee(s) shall have to pay GST directly on GST portal.
- d. Booking for charging services at Electric Vehicle (EV) charging Station may be offline or through Website. Tenderer(s)/Licensee(s) may arrange for Mobile Application also, for online booking for charging services at Electric Vehicle (EV) charging Station. The Tenderer(s)/Licensee(s) shall maintain transparency in booking for charging services at Electric Vehicle (EV) charging Station.
- e. The **Charges/Tariff** shall be exhibited/ displayed by the Tenderer(s)/Licensee(s) at conspicuous locations at Electric Vehicle (EV) charging Station, in aesthetic manner. The rates should be displayed in trilingual (i.e. Regional, Hindi and English languages).
- f. The Tenderer(s)/Licensee(s) must not discriminate against any Passengers/Customers on the basis of caste/creed/nationality or gender. Passengers/Customers to be treated equally with utmost respect and courtesy.
- g. Under no circumstances, the licensee should demand or collect extra amount other than the prescribed Charges/Tariff.
- h. The Tenderer(s)/Licensee(s) shall ensure that **Computerised bills/receipts** are issued to customers for services without exception. The Tenderer(s)/Licensee(s) will be bound by the **“No Bill-No Payment”** scheme of Indian Railways. All details such as Vehicle number, No. of Vehicle charged, **Date & Time of charging**, charges applicable, Name of Service provider/Licensee etc. shall be printed on receipt.
- i. In case of failure of computer system, manual receipts should be issued to the passengers/customers at the cost of Licensee. The Licensee shall have to arrange restoration of system within 1 hour.
- j. The Tenderer(s)/Licensee(s) shall provide the facility for cashless transaction viz. POS/Swipe Machine, BHIM, Mobile Wallets, Bharat QR Code, any new schemes/tools/instruments introduced by Govt. of India or Ministry of Railways for promoting cashless transactions, etc. compulsorily available in the unit/machine.
- k. Proper account is to be maintained of daily transactions & earnings and should be produced as and when demanded by the Railway administration at the time of inspection.

**C. Restrictions:**

- a. The Tenderer(s)/Licensee(s) will use the allotted space exclusively for Electric Vehicle (EV) **Charging or Battery swapping** Station only. **Any services or any other commercial/business activity will not be permitted** at Electric Vehicle (EV) charging Station premises and if any misuse of the premise is found, same shall be treated as violation of the agreement. In such a case Railway Administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Tenderer(s)/Licensee(s) from participating in similar kind of contracts on Indian Railway for next two year and render him liable to forfeiture of his Security Deposit.
- b. The Tenderer(s)/Licensee(s) will **not be permitted to undertake any form of Commercial advertisements, display of sponsored/ third party logos so as to generate additional revenue etc.** without the approval from Railways. The

## Tender No. CA11/EV Charging MMCT

Tenderer(s)/Licensee(s) is/are allowed to display his company name, logo and any information in aesthetic manner within allotted area only. However, Railway reserves the right to display advertisement both for its own or commercial use in a future date. Any violation in this regard will invite punitive measures as deemed fit by the Railway Administration.

**D. Staff for manning of kiosks:**

- a. The Tenderer(s)/Licensee(s) shall be permitted to engage his own engineer / personnel / staff of good conduct to maintain the system, installations etc. with the prior permission of Railway Administration/Station Authority.
- b. The Tenderer(s)/Licensee(s) is/are allowed for **only 1 staff** (at a time/in one shift) at Electric Vehicle (EV) charging Station for guidance of passengers. Any increase in staff may be done subject to approval of Sr. DCM/BCT.
- c. Staff allowed at Electric Vehicle (EV) charging Station at service of passengers with valid ID/uniform issued by Tenderer(s)/Licensee(s).
- d. Deployment of any other persons other than the authorized staff will be penalized.
- e. Staff of the Tenderer(s)/Licensee(s) should be presentable and courteous in nature.
- f. Railway Administration reserves the rights to restrict the staff of the Tenderer(s)/Licensee(s) to work at the station in case of any complaint of misbehaviour with passengers.
- g. Tenderer(s)/Licensee(s) should submit the list of staff deputed at the stations along with their Identity proof to Railway administration/Station Authority.
- h. Copy of the letter of acceptance, letter of authority, Commencement letter, agreement, license fees payment details, police verification certificate of the staff, medical certificate of staff and other relevant documents should be kept available at Electric Vehicle (EV) charging Station by the Tenderer(s)/Licensee(s) and should be produced as and when demanded by the Railway Administration.
- i. The Tenderer(s)/Licensee(s) is/are advised to follow Central/State government laws in context of the current COVID-19 situation and ensure that the staff takes all necessary precautions throughout the contract period.
- j. Any damage to the Railway property due to negligence by the Tenderer(s)/Licensee(s) or the staff/representative of Tenderer(s)/Licensee(s) shall be paid without fail and the decision of Railway Administration will be final and binding on Tenderer(s)/Licensee(s).
- k. Tenderer(s)/Licensee(s) shall abide by the extant labour rules of Government and prevailing payment of wages Act for the employees employed by it for the installation, maintenance and operation of the kiosks/machine/Electric Vehicle (EV) charging Station.
- l. There will be a fine for each of the following irregularity/offence noticed, which may go up to Rs. 10,000/- for each case. It may be imposed by Sr. Divisional Commercial Manager, Mumbai Central.
  - i. Any staff of Tenderer(s)/Licensee(s) found in drunken condition/indulging in a bad conduct.
  - ii. Any staff of the Tenderer(s)/Licensee(s) found creating nuisance on Railway premises.
  - iii. Dishonouring of drafts of payments.
  - iv. Not following the instructions of the Railway Administration.
  - v. Non-functioning of Electric Vehicle (EV) charging Station.

**E. Installation and Maintenance:**

- a. The entire cost of installation of frames / fixtures / fittings / display material, operation/ security of Electric Vehicle (EV) charging Station by engaging manpower, maintenance, cabling, fabrication, electricity consumption charges, electricity deposit & other incidental expenses incurred for Electric Vehicle (EV) charging Station are to be solely borne by Tenderer(s)/Licensee(s).
- b. Tenderer(s)/Licensee(s) should use standard quality material for the establishment of Electric Vehicle (EV) charging Station. Tenderer(s)/Licensee(s) should regularly maintain Electric Vehicle (EV) charging Station and also carry out maintenance and strengthening of fixtures, fittings, installations for safety reasons at his own cost under supervision of SSE [W/A] Bandra throughout the contract period. During the currency of

## Tender No. CA11/EV Charging MMCT

the contract Tenderer(s)/Licensee(s) should regularly and at all times maintain the stability of the fixtures with respect to strengthening and safety.

- c. Setting up of the 'Electric Vehicle (EV) charging Station' should not cause inconvenience to the travelling passenger or to the Railway officials on duty and it does not hamper free movement of passengers.
- d. Passengers/Customers should not be harassed in any way; any such public complaint will invite penalty and repeated instances would compel Railway administration to terminate the contract.
- e. The area around the installed Electric Vehicle (EV) charging Station is to be maintained clean and provision of dustbin is to be ensured by the Tenderer(s)/Licensee(s).
- f. The Tenderer(s)/Licensee(s) shall ensure that the norms of aesthetics, environmental concerns, decongestion, Safety and security and free movement of passengers, all other standards of sanitation, fire safety etc. as prescribed under Railway rules are not violated.

**F. Shifting:**

- a. Railway Administration reserves the right to change the location of space earmarked for Electric Vehicle (EV) charging Station from the existing ones to the other location in the interest of Railway working. All incidental expenses should be solely borne by the Tenderer(s)/Licensee(s).
- b. Tenderer(s)/Licensee(s) shall realign, re-adjust, or shift the machines whenever desired upon by the Railway Administration to do so at his own cost and by utilizing his own manpower without claiming any compensation the same.

**G. Safety & Security:**

- a. It will be obligation on part of the licensee to keep adequate **safety and security** arrangement with prior permission to safe-guard the installations Electric Vehicle (EV) charging Station his own expenses and cost.
- b. The Electric Vehicle (EV) charging Station must be compliant with the **Fire Prevention and Life Safety Regulations** issued by the respective State Government.
- c. **Fire Extinguisher:** The Tenderer(s)/Licensee(s) shall ensure availability of portable fire extinguishers at his own cost and the staff engaged should have knowledge of operation of the equipment. The validity the extinguishers shall be obtained from time-to-time.
- d. The Tenderer(s)/Licensee(s) should install **CCTV** at his own cost for surveillance and to curb the menace of theft.
- e. All safety /security rules and instructions given by station in charges /Sectional Commercial Inspectors are to be followed strictly. Any contravention in terms of timing or space permitted will be liable for withdrawal of permission granted to the licensee or suitable penalty may be levied.
- f. The Tenderer(s)/Licensee(s) shall or shall cause to organize the supervision, security, monitoring and control of the operation and maintenance of the facilities, as may be necessary to ensure proper performance.
  - i. Security and watchful movement on round the clock basis (24x7)
  - ii. Management and administrative staff to cater to customers on a round the clock basis (24x7)
- g. The Railway Administration will not be responsible for any loss/theft/damage of any property of the Tenderer(s)/Licensee(s).
- h. The Tenderer(s)/Licensee(s) during the currency of the contract has to Maintain and ensure the security of the machines / Electric Vehicle (EV) charging Station at his own cost.
- i. Tenderer(s)/Licensee(s) shall be solely responsible for safety; security of installations, fixtures, fittings, peripherals and for any loss, damage, disputes, and claims caused and shall indemnify the administration against all claims / demands / actions in respect of any loss or damage caused.

**H. Cleanliness and Record:**

- a. The Tenderer(s)/Licensee(s) shall operate and maintain the Electric Vehicle (EV) charging Station as state of the art facility matching global standards.
- b. At all times during the tenure of contract, Tenderer(s)/Licensee(s) shall maintain a high standard of cleanliness & upkeep of premises.

## Tender No. CA11/EV Charging MMCT

- c. Regular inspections will be conducted by the Railway officials to ensure that high quality of service is provided to the passengers.
- d. The Tenderer(s)/Licensee(s) should keep all the relevant records such as Letter of Acceptance, Letter of Authority, Letter of Date of Commencement, all payment details paid to the Railways, at Electric Vehicle (EV) charging Station in proper file. These documents should be made available for any inspecting official at any time.
- e. The Tenderer(s)/Licensee(s) shall also exhibit Name of the Firm / Agency, Correspondence Address, Telephone Nos. , Email address, Fax no. (if any), Expiry Date of the contract for Electric Vehicle (EV) charging Station information of customers and Railway officials.

**I. Complaint Redressal:**

- a. The Tenderer(s)/Licensee(s) will be entirely responsible to address complaints/concerns raised by passengers with regards to the services offered through Electric Vehicle (EV) charging Station.
- b. The Railway Administration will not be responsible for any loss or damage caused by the Tenderer(s)/Licensee(s) to any passengers/vehicles.
- c. The Railway shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Tenderer(s)/Licensee(s)'s services. For this Tenderer(s)/Licensee(s) shall maintain complaint/feedback register/phone number/Mobile number at location of Electric Vehicle (EV) charging Station and shall produce to the Railway authority as and when demanded.

**J. Other condition:**

- a. The Tenderer(s)/Licensee(s) shall be liable to pay both **Electricity and Water usage charges** incurred in Electric Vehicle (EV) charging Station on the basis of actual meter reading.
- b. The development, renovations and other maintenance charges of Electric Vehicle (EV) charging Station shall be a liability of the agency.
- c. The Tenderer(s)/Licensee(s) is/are responsible for any damages caused during the period of the contract and is/are liable to make necessary fixtures. Failure to do so will lead to a monetary compensation as quoted by Indian Railways.
- d. There should be no use of loudspeakers/Mega Phone or any other instrument of such kind, which creates public inconvenience of any kind to commuters.
- e. The permission is granted on the sole risk and cost of licensee only and no claim of any kind will be entertained by Railway Administration.
- f. **Any request for relief in cognizance with pandemic situation of COVID-19 will not be entertained.**

**Additional Conditions:**

- a) Weatherproof material/casing/covering should be used to prevent damage from rains and other factors. No rebate will be provided on account of damage to the Electric Vehicle (EV) charging Station on this account.
- b) The Tenderer(s)/Licensee(s) should regularly maintain, replace damaged Electric Vehicle (EV) charging Station immediately and also carry out maintenance and strengthening of fixtures, fittings, installations for safety reasons at his own cost under supervision of SSE [W/A] Bandra.
- c) **The faulty Electric Vehicle (EV) charging Station shall be replaced within 03 days. For such type of irregularity penalty up to Rs. 10,000/- on each occasion shall be imposed by Sr. Divisional Commercial Manager, Mumbai Central.**
- d) The electrical wires should be properly secured and concealed in order to avoid its loose dropping. Electrical insulation and safety aspects should be ensured.
- e) The Tenderer(s)/Licensee(s) shall realign, readjust, or shift the Electric Vehicle (EV) charging Station whenever desired upon by the Railway Administration to do so at his own cost and by utilizing his own manpower without claiming any compensation.
- f) The Railway Administration reserves the right to change the stations, locations, types of services offered and rates thereof in the interest of Railway administration.
- g) The Tenderer(s)/Licensee(s) shall be solely responsible for safety of Electric Vehicle (EV) charging Station; security of installations, fixtures, fittings, peripherals if any and for any loss,

## Tender No. CA11/EV Charging MMCT

- damage, disputes, and claims caused and shall indemnify the administration against all claims / demands / actions in respect of any loss or damage caused to Railway property.
- h) The successful tenderer/ Tenderer(s)/Licensee(s) should exhibit Name of the Licensee, LOA No. & date, Correspondence Address, Telephone Nos., Email address, and the date of commencement and expiry of the contract on Electric Vehicle (EV) charging Station for information of customers and Railway officials. Non- compliance of the same shall be treated as violation of contractual obligation.
  - i) In addition to this tender, the Railway Administration reserves the right to develop / create any media/service and also award contracts for any media, Commercial Publicity on Railway Signages, contracts in the nature of passenger amenity with commercial advertisement, etc. and offer the same to other parties and the successful tenderer is not entitled to any claim, rebate in license fee thereof.
  - j) If any of the stations/locations/sites as is not made available fully/partially or is removed due to administrative reasons or reasons beyond the control of Railway Administration then the proportionate abatement in license fees for the respective station/location/site/non-operational period shall be granted subject to verification and certification from concerned Railway Department and approval from competent authority.
  - k) The successful bidder shall be bound by all Terms & Conditions stipulated in the LOA, Agreement, subsequent instructions/conditions from time to time including relevant policy for Commercial publicity of Railways, General contract conditions and special terms and conditions of the contract, any orders given by court of law failing which fine will be imposed for any misconduct breach of any of the terms & conditions at the sole discretion of the Railway Administration , Security deposit liable to be forfeited, contract terminated or legal action or any other action deemed fit like blacklisting of firm can also be initiated.
  - l) All necessary security measures must be ensured and safeguarding from any possible attempts to take over control of Electric Vehicle (EV) charging Station should be done by the successful tenderer.

**4) Eligibility Criteria**

- 4.1 **TURNOVER:** The Bidder(s)/ Tenderer(s) should have an **annual turnover of 50% of the first year Reserve Price. Profit and Loss Accounts** accompanied with **audited balance sheet** (If applicable as per extant Income Tax Act) certified by Chartered Accountant with his/her stamp, signature & membership number, **for last two years** should be submitted. In case where auditing is not mandatory as per Income Tax Act, the tenderer Bidder(s)/ Tenderer(s) shall submit Balance Sheet and Profit & Loss accounts duly citing the relevant Income Tax rule certified CA along with Copy of returns filed.
- 4.2 **BANK STATEMENT:** The Bidder(s)/ Tenderer(s) should also submit **Bank statement for last 06 months updated till last date of previous month excluding the month of bidding start date.**
- 4.3 **SOLVENCY:** The Bidder(s)/ Tenderer(s) should submit a **current solvency certificate from a Nationalized or Scheduled Commercial Bank** for an amount not less than 50% of the advertised reserve price (per annum) in the notice of tender.

**5. OTHER RELEVANT DOCUMENTS:**

- 5.1 **ADDRESS PROOF:** Proof of Residence and registered address of Office/society duly attested should be submitted either in any one form of Articles of Association, Partnership deed, resolutions passed by the societies, Ration Card/Voters ID/Telephone bill/Electricity bill/Passport/ Card/Adhar Card respectively.
- 5.2 **PAN CARD:** A documentary proof of PANCARD No. should be submitted.

## Tender No. CA11/EV Charging MMCT

- 5.3 **GST REGISTRATION: GST Registration certificate to be submitted.** In terms of Railway Board letter No. 2017/AC-II/3 dated 02.02.2018 [RBA 06/2018] and notification no.03/2018 – Central Tax [Rates] dated 25.01.2018 services supplied by the Railways by the way of renting immovable property to a person registered under Central Goods and Service Tax Act-2017 comes under Reverse Charge. Hence, GST is not to be collected by the Railways on this output supply but it is to be paid by the recipient i.e. contractor [Registered under GST] directly to the Ministry Of Finance. It is further to be noted that if the recipient of the service [Contractor] is not registered under GST then GST @18% has to be paid to the Railways.

- 5.4 **STATUS OF THE TENDERER (Mandatory):** Attested copies of documents indicating the status of the Tenderer shall be submitted such as:

<b>Sole proprietorship firm</b>	Certificate from a Chartered Accountant and or certificate of registration under Shops and Establishments Act.
<b>Partnership Firm</b>	The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.
<b>Joint Venture (JV)</b>	A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
<b>Company registered under Companies Act-2013</b>	The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/ <u>Power of Attorney issued by the Company (backed by the resolution of Board of Directors)</u> in favour of the individual to sign the tender on behalf of the company and create liability against the company.
<b>LLP (Limited Liability Partnership) Firm</b>	If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.
<b>Registered Society &amp; Registered Trust</b>	The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

- 5.5 The **Earnest Money Deposit** shall be submitted only through online net banking or E-payment gateway as per schedule mentioned in Notice Inviting Tender of this tender.

- 5.6 **TENDER FORM and DECLARATION (Mandatory):** Name, Signature and recent passport size photograph of Tenderer should be indicated / attached in the tender form & declaration.

- 5.7 **AFFIDAVITIS (Mandatory):**

- AFFIDAVIT-1/Self Declaration (IREPS Generated):** Please submit affidavit/Self Declaration in the prescribed format downloaded from [www.ireps.gov.in](http://www.ireps.gov.in) website for verification / confirmation of the documents submitted for compliance of eligibility/qualifying criteria. Non submission of properly filled affidavit/Self Declaration in the prescribed format shall lead to summary rejection of your offer.
- AFFIDAVIT-2 (Related to blacklisting):** The Bidder(s)/ Tenderer(s) shall have to furnish/upload on IREPS portal affidavits on Non-Judicial stamp paper of Rs.100/- duly attested by Notary Public indicating that He/ She/ They have not been



## Tender No. CA11/EV Charging MMCT

debarred/blacklisted by any Railway Administration, Municipal Corporations or any other Civic/ local body, Government of India or any State Government and other relevant clauses as per format enclosed in tender document.

- 5.8 **PARTNERSHIP FIRM:** The Bidder(s)/ Tenderer(s) shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, the Bidder(s)/ Tenderer(s) should submit/upload **an authorization** from partners authorizing him to sign the tender documents on behalf of partnership firm. The Bidder(s)/ Tenderer(s) shall submit/**upload certified copy of the Partnership deed and the latest true extract** showing the details of Partners issued by the Registrar. The Bidder(s)/ Tenderer(s) shall also be required to submit the original Agreement of Partnership with the embossment of common seal, as and when demanded, for verification purpose only. **If these documents are not enclosed/ uploaded along with tender documents, the offer will be treated invalid and will not be considered further.** The Railway will not be bound by any power of attorney granted by the Bidder(s)/ Tenderer(s) for any changes in the composition of the firm made after the date of uploading of the tender document.
- 5.9 **POWER OF ATTORNEY:** The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of **power of attorney** duly stamped (**on Rs. 500/- non-judicial stamp paper**) and **authenticated by a Notary Public or by Magistrate** in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

## 6. **OTHER INSTRUCTIONS:**

- i. Experienced and qualified firms having proven credentials and unblemished performance in reputed / major establishments for similar works should only apply along with supporting documents.
- ii. Only those tenders shall be evaluated / considered who have submitted Earnest Money Deposit through online net banking or E-payment gateway as provided on [www.ireps.gov.in](http://www.ireps.gov.in) website & as per Notice Inviting Tender. Thereafter, tender shall be evaluated /considered in respect of eligibility criteria, technical suitability, experience of the firm and commercial suitability.
- iii. Any ambiguous offers shall be rejected without assigning any reason.
- iv. All tenders shall be submitted/uploaded (using valid class III Digital Signature Certificates with Company name) in the prescribed forms failing which these are liable to be rejected.
- v. Bidder(s)/ Tenderer(s) shall quote his/their rate in the column/form provided for the same.
- vi. If a Bidder(s)/ Tenderer(s) expires after the submission of his/ her/ their tender or after the acceptance of his/ her/ their tender, the Railway Administration may deem such tender or contract as cancelled. If a partner of a firm expires after submission of his/their tender or after acceptance of his/their tenders, the Railway Administration may deem such tender or contract as cancelled unless the firm retains its original character.
- vii. The Bidder(s)/ Tenderer(s) shall submit/upload all the relevant documents / certificates in typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Bidder(s)/ Tenderer(s) before scanning and uploading in PDF format using valid class III Digital Signature Certificates in support of credentials along with their Tender as per the eligibility

## Tender No. CA11/EV Charging MMCT

criteria mentioned above & Terms and Conditions of tender, failing which their offer liable to be rejected. The onus of establishing the credentials of the Bidder(s)/ Tenderer(s) and document submitted lie with the Bidder(s)/ Tenderer(s). However, Railway Administration reserves the right to verify the contents of documents, affidavit from the department concerned, either before the award of, or during the currency of the contract. Furnishing of false document, Affidavit would automatically lead to termination / cancellation of the tender / contract including forfeiture of security deposit and initiation of legal proceedings against the Bidder(s)/ Tenderer(s)/ Licensee.

2. Tenders can be submitted/ uploaded in the name of Joint Venture firm for the Contract value above Rs. 5 crores. Guidelines in this regard is as under:

- a. Separate identity /name shall be given to the joint venture firm
- b. No of members in a JV firm shall not be more than 03 if the work involves only one department (say Civil/S&T/Electrical) and shall not be more than 05 if the work involves more than one department.
- c. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- d. The tender form shall be submitted/ uploaded only in the name of the JV firm and not in the name of any constituent member.
- e. Normally Earnest Money Deposit shall be submitted only in the name of the JV and not in the name of constituent member. However, in exceptional cases Earnest Money Deposit in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the Earnest Money Deposit in the name of JV and giving written confirmation from the JV partners to the effect that the Earnest Money Deposit submitted by the lead partner may be deemed as Earnest Money Deposit submitted by JV firm.
- f. One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in each case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s) the lead member has to an Indian firm with a minimum share of 51%.
- g. A copy of Memorandum of understanding (MOU) executed by the JV members shall be submitted/ uploaded by the JV firm alongwith the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

7) **Method of Tendering :**

The e-tender for Advertisement/Work will be in Single packet systems. The tender will be opened on the date and time indicated in the Notice of Invitation to Tenderer/s.

8) **Validity of Offer :**

The Tenderer shall keep the offer open for a minimum period of as mentioned in NIT from the date of opening of tender. Within that period, the Tenderer cannot withdraw his offer. This is subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the Tenderer liable for forfeiture of his Earnest Money Deposit.

The Tenderer/s shall increase his/their quoted rates in case the Railway Administration negotiates for increase in rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the Tenderer/s. The authority for acceptance of tender shall rests with the Railway Administration, which does not bind Railway administration to accept the highest bid or any bid nor does it undertake to assign reasons for dealing to consider any particular tender or tenders.

## Tender No. CA11/EV Charging MMCT

**9) Earnest Money Deposit (EMD) :**

- a) The Tenderer shall be required to deposit through online net banking or payment gateway a requisite amount as indicated in the Notice Inviting Tender as Earnest Money Deposit (i.e. 2% of total tender value) along with Tender Form. The earnest money of the unsuccessful Tenderer shall be refunded.
- b) No interest will be paid on the EMD.
- c) Tenders without or with less earnest money will be summarily rejected.
- d) If any Tenderer withdraws during the period of validity mentioned in **Para 8 of tender document**, the Earnest Money Deposit will be forfeited. However, if no decision has been communicated within validity period of offer as mentioned in NIT, the Tenderer can withdraw his offer after the expiry of the period of validity and his earnest money will be refunded.
- e) The earnest money of the successful Tenderer will be adjusted against the 1<sup>st</sup> year advance license fee.
- f) The earnest money will be refunded to unsuccessful Tenderer.
- g) **The earnest money of the successful Tenderer will be liable to be forfeited if the Tenderer does not fulfill any of the following conditions:**
  - Furnishing of **Security Deposit** within 30 days from issue date of Letter of Acceptance/ as per tender document.
  - Execution of agreement as per of Terms and Conditions.

**10) Security Deposit :**

- a) The successful Bidder(s)/Tenderer(s) shall be required to submit Security Deposit equivalent to **3 months** license fee of last year of contract in the form of FDR/TDR or irrevocable Bank Guarantee issued by Nationalized/Scheduled Commercial Bank, valid for a period of five and Half years within 30 days from issue date of Letter of Acceptance. The Bank Guarantee should be properly addressed in favour of Senior Divisional Finance Manager, Mumbai Central, Western Railway.
- b) It shall be understood that the tender documents have been sold/issued to the Tenderer in consideration of the stipulation of the agreement on his part, that after submitting his/their tender he will not resale from his/their offer or modify the terms and conditions thereof in a manner not acceptable to Railway Administration. If the Tenderer fails to observe or comply with the said stipulation, the aforesaid amount of security deposit shall be liable to be forfeited by the Railway Administration.
- c) Railway Administration shall have right to adjust the security deposit in part/in full for any loss sustained by the Railway in dues whatsoever arising out of this contract or any other contract between the parties hereto, or due to any breach of the agreement. Security Deposit will be refunded on satisfactory completion of the contract period taking into consideration that all Railway dues are cleared.
- d) The Tenderer will have to submit a 'No Claim Due' certificate issued by other department before their Security Deposit is released.
- e) If the Security Deposit is not submitted within 30 days from date of issue of letter of acceptance, a penalty @ of 18% per annum (excluding taxes) on the number of delayed days (maximum 30 days) i.e. from 31st day onwards till 60<sup>th</sup> day will be imposed on the amount of Security Deposit. However, if the party fails to submit the Security Deposit within 60 days (30 days free time allowed + 30 days with panel interest) from the date of issue of LOA the competent authority/Railway Administration will be at the liberty to take suitable action as per **Para 14 "Failure to pay Charges"** and the decision of the competent authority/Railway Administration will be final and binding on the tenderer.

**11) Commencement of Contract:**

- a) The date of the commencement of the contract shall be **30 days** from the date of issue of Letter of Authority or successful working of **Electric Vehicle (EV) charging Station** (partial or in full) at any/or all of stations/locations/sites, whichever is earlier. However, the commencement period can be extended further for a maximum period of 30 days in exceptional cases with the approval of competent authority/Railway Administration.

## Tender No. CA11/EV Charging MMCT

- b) The successful Bidder(s)/ Tenderer(s) will have to inform about the acceptance of contract through Letter of Intent addressed to Divisional Railway Manager (Commercial), Mumbai Central within **30** days from issue of Letter of Acceptance. After which the Railway Administration shall issue the Letter of Authority for **installation of Electric Vehicle (EV) charging Station** on receipt of the advance License fee and Security Deposit as explained herein in clause "Payment Schedule" and "Security Deposit".
- c) The successful Tenderer/Licensee will have to complete the work of **installation of Electric Vehicle (EV) charging Station 30 days** from date of issue of Letter of Authority.

**12) Period Of Contract :**

The period of the contract shall be, unless determined under any provisions hereinafter contained in that behalf, for Five years from the date of commencement of the contract.

**13) Payment Schedule :**

- a) The successful Bidder(s)/ Tenderer(s)/ Licensee(s) will have to pay full license fee in advance as per following schedule:
  - a. 25 % within 30 days from the date of issue of Letter of Acceptance (LOA) (after adjusting the Earnest Money Deposit).
  - b. 25% within 90 days from the date of issue of Letter of Acceptance (LOA)
  - c. 25% within 180 days from the date of issue of Letter of Acceptance (LOA)
  - d. 25% within 270 days from the date of issue of Letter of Acceptance (LOA)
- b) The EMD will be deemed adjusted only on furnishing of the requisite security deposit as mentioned in "Security Deposit" clause.
- c) If the License fees is not submitted as per above schedule from date of issue of letter of acceptance, a penalty @ of 18% per annum (excluding taxes) on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee for that period. However, if the party fails to submit the License fees as per above schedule from the date of issue of LOA the competent authority/Railway Administration will be at the liberty to take suitable action as per **Para 14 "Failure to pay Charges"** and the decision of the competent authority/Railway Administration will be final and binding on the tenderer.
- d) For the subsequent years of the contract, the license fee shall be payable on Quarterly basis, 07 days in advance of the beginning of each Quarter of the contract period, failing which a penalty @ of 18% per annum (excluding taxes) on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee for that period.
- e) The license fee shall escalate by 10 % each year after 3<sup>rd</sup> year of contract.
- f) All the license fee shall be payable through **Online / Pay Order / Demand Draft only** in favour of "**Chief Cashier, Western Railway, Churchgate**". Payment of Licensee Fee through cheques will not be accepted.
- g) The successful Bidder(s)/ Tenderer(s)/ Licensee(s) will have to pay proportionate applicable license fee for additional day due to leap year during the contract tenure including extension period, if any.
- a) **Delay in any payment** due will attract a penal interest @ of 18% per annum on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee. If the successful Bidder(s)/ Tenderer(s) /Licensee(s) further delays to deposit the requisite license fee, the Railway administration reserves the right to take administrative action as deemed fit for the due period. The due date of the respective contract period will be taken into consideration from 07 days in advance and accordingly will attract penal interest in case of late payment of License fees.

**14) Failure to pay Charges:**

In the event of failure of payment of license fee or any other charges payable to the Railway Administration, the Railway Administration will be at liberty to Forfeit Earnest Money/ Security deposit/claim on bank guarantee, discontinue the Electric Vehicle (EV) charging Station and Confiscate other materials of the licensee without prejudice to any rights of the Railway administration and to cancel the contract and also reserve the rights to debar the licensee from participating in future tenders or black list the license and cancel his recognition as an license or/and authorized agent of licensee.

## Tender No. CA11/EV Charging MMCT

**15) Special Conditions :**

- a) In case the successful Bidder(s)/Tenderer(s)/Licensee(s) desires to install additional **Electric Vehicle (EV) charging Station** or change in locations of **Electric Vehicle (EV) charging Station within tendered station(s)**, he shall obtain prior permission from competent authority i.e. Senior Divisional Commercial Manager.
- b) The permission shall be granted subject to feasibility/viability based on safety, aesthetics, security, synchronicity with existing stations/sites or anything which violates the laid down Railway Procedures/ norms from concerned Railway officials and on payment of advance additional annual License fee.
- c) For such additional **Electric Vehicle (EV) charging Station/machines/area** the successful Bidder(s)/Tenderer(s)/Licensee(s) shall have to pay the additional license fee as per the prevailing tender rates or on the existing schedule rates of Station / Location / Land Rate /Media whichever is higher. The subsequent escalation for the different years will be same as applicable in tender.
- d) The contract period for additional **Electric Vehicle (EV) charging Station/machines/area** shall co-terminate with the original contract and will be governed by the same terms and conditions of the original contract.
- e) However, Railway reserves right not to allow any such change / development / upgradation / utilization of additional **Electric Vehicle (EV) charging Station/machines/area** for administrative reasons and the decision in this regard will be final and binding on the tenderer.
- f) **Excess Area:** If it is found by the Railways that the successful Bidder(s)/Tenderer(s)/Licensee(s) has utilized excess stations/locations/area without permission, he/she/they will be liable to be charged for such excess stations/locations/area from the date of commencement of contract or last inspection of Railway officials till date of removal of excess stations/locations/area, five times of the proportionate existing License fee fixed by the administration towards penalty and proportionate License fee for the excess stations/locations/area utilisation period. In case of subsequent default by the party the date of last inspection report by concerned Railway officials will be considered for determining penalty and proportionate License fee payable which in no case shall be less than five times of the proportionate existing License fee subject to maximum penalty shall be 25% of total contract value.
- g) Due to any reason, if the tender is extended further after completion of five years contract either on request of the party or on account of Railway Administration, the same will be extendable with 10% escalation on the previous year's license fee and the terms and conditions of the original contract will be applicable for the extended period also. However, Railway reserves right not to extend the contract period and neither entertain request, representation in this regard and the decision in this regard will be final and binding on the Tenderer/Licensee.
- h) There will be a fine for each of the following irregularity/offence noticed (other than extra stations/locations/area), which may go up to **Rs. 10,000/-** at each time. It may be imposed by Sr. Divisional Commercial Manager, Mumbai Central.
  - Any staff of Tenderer(s)/Licensee(s) found in drunken condition/indulging in a bad conduct.
  - Any staff of the Tenderer(s)/Licensee(s) found creating nuisance on Railway premises.
  - Dishonouring of drafts of payments.
  - Not following the instructions of the Railway Administration.
  - **Non-functioning of any Electric Vehicle (EV) charging Station.**

**16) Electricity and Other Charges:**

- a) The Tenderer(s)/Licensee(s) will have to apply to the Electrical Department of the Western Railway Mumbai Division for electricity connections wherever desired by them and they will have to pay connection charges, security deposits, augmentation charges and other charges including electricity recharge separately for electricity connections directly to the Electrical Department under advice to the advertising section of the Commercial Department immediately on receipt of the acceptance letter. Any delay on the part of the Tenderer(s)/Licensee(s) in submission of load requirement will not form any basis for any type of concession/ abetment /change of commencement.
- b) The Tenderer(s)/Licensee(s) shall pay in advance the estimated consumption Charges/service connection charges to be estimated by the Railway Administration. Meter hire charges are also payable by the Tenderer in advance when advised by the Divisional Railway Manager (Electrical). The Tenderer agrees to pay all the dues in advance.

## Tender No. CA11/EV Charging MMCT

- c) The Railway administration shall have the right to reduce, stagger or disconnect electric supply due to power shortages, or any other cause, whatsoever without prior notice to the Tenderer(s)/Licensee(s) and without being liable for compensation or proportionate reduction of rent or other charges. The Railway administration shall also not be responsible for failure, interruption or breakdown of electric supply from whatever cause and refund of charges for display/execution of work shall not be permitted on account of such failure of electricity. In case of failure, the Tenderer(s)/Licensee(s) should make his own standby arrangements.

**17) Wrong Information by Tenderer:**

If the Tenderer(s)/Licensee(s) deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

**18) Security Arrangements:**

In addition to the routine Railway security arrangements, the Tenderer(s)/Licensee(s) shall be permitted to engage his own security arrangement / personnel / staff of good conduct to safeguard the **Electric Vehicle (EV) charging Station**, any other material, installations etc. with the prior permission of Railway Administration. The antecedents of person deployed shall be got verified by the Tenderer(s)/Licensee(s) from the concerned police dept. The security personnel / staff engaged by the Tenderer(s)/Licensee(s) shall not be entitled for any Railway benefit and / or free passes to the Tenderer(s)/Licensee(s) or his staff for rail journey. The staff deputed by Tenderer(s)/Licensee(s) shall be permitted to work only on production of photo identity card duly attested issued by the Tenderer(s)/Licensee(s) as per approved format.

**19) Compliance To Tender Conditions & Specifications :**

The intending Tenderer(s)/Licensee(s) is advised to physically check the stations/locations/area/sites and condition of the tendering areas, surroundings of other existing sites of other places, feasibility for other sites and terms of the existing contracts and their earnings etc. The intending Tenderer(s)/Licensee(s) can approach the commercial publicity section and officers and inspectors for any other information and clarifications from the date of issue of Notice Inviting Tender. Any submission of tender / quotation by the Tenderer shall be deemed to have done after a careful checking and understanding of locations and latest position of tender areas to avoid difficulties or problems later on.

**20) Authority For Acceptance :**

The authority for the acceptance of the tender will rest with the Railway Authority, for and on behalf of President of India, who shall not be bound to accept the highest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Railway Authority reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderer or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

**21) Restrictions On Rights :**

- a) Railway Administration does not permit any display through the media/execution of work which is/are against the policy guidelines issued by Ministry of Railways from time to time.
- b) Railway Administration reserves the right for displaying Railway signages, pictograms, indication boards, other types of electronic media on its own for the sake of Railway System.
- c) Tenderer(s)/Licensee(s) should remove/stop service of **Electric Vehicle (EV) charging Station** at the short notice without claiming any compensation or damages when the Railway Administration asks the Tenderer(s)/Licensee(s) to do so for the sake of safety operations of the train services and for carrying out any emergency construction work. The Tenderer(s)/Licensee(s) shall be allowed to develop alternate stations/locations/area in lieu of the same.
- d) Any stations/locations/area/site which comes under the status of Heritage, the guidelines of Heritage Conservancy Committee should be followed. The Tenderer(s)/Licensee(s) is/are required to comply with the instructions being issued by Railway Administration in this regard.

## Tender No. CA11/EV Charging MMCT

**22) Agreement:**

- a) The successful Tenderer(s)/Licensee(s) shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager (Commercial), Western Railway, Divisional Railway Manager's Office, Mumbai Central, Mumbai - 400 008 within **45 days** from the Letter of Acceptance.
- b) Except where specifically stated otherwise in the Special Conditions of Tender/Contract, the **installation of Electric Vehicle (EV) charging Station** is to be carried out in accordance as per terms and conditions of contract and other extant rules.
- c) Any special conditions/ deviations stated by the Tenderer(s)/Licensee(s) in covering letter submitted along with the tender shall be deemed as a part of offer and shall be deemed to be a part of contract only to such extent as have been explicitly been accepted by the Railway Administration. Non rejection in this regard or non-communication on the part of the Railways should not be and will not be considered as acceptance for such conditions stated by the Tenderer(s)/Licensee(s).

**23) Modification In Agreement :**

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.

**24) Stamp Duty / Cost / Expense Bearing:**

If the Tenderer(s)/Licensee(s) desires to get the agreement registered as per law of the land, he shall be solely responsible for registration of the agreement. All costs, charges and expenses of and incidental to engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Tenderer(s)/Licensee(s).

**25) Engagement of other Companies :**

The Railway Administration has no objection if the Tenderer(s)/Licensee(s) engages other companies/concerns/agencies for the purpose of **installation of Electric Vehicle (EV) charging Station**, fabrication, painting, for promotion, for marketing or to advance idea or to bring about some effect desired by Tenderer(s)/Licensee(s). However, at no time transferring, mortgaging, subletting the rights/ privileges conferred under this tender would be permissible. The engaging of such companies / concerns / agencies etc. for the purpose of execution of contract will be entirely at the Tenderer(s)/Licensee(s) own risk and cost.

**26) Untoward Incidence :**

The Railway administration shall not be liable to pay any compensation to the public for any negligence of the Tenderer(s)/Licensee(s) resulting in injuries or death. The Tenderer(s)/Licensee(s) shall be bound to pay any claims arising out of such incidence as per Railway rules and shall also abide the decision of the Railway Claims Tribunal under section 124/A of The Railways Act 1989 or any other decision given by court of Law on this matter.

**27) Termination :**

- a) The Railway Administration reserves the right to terminate the contract fully or partially, without assigning any reason/reasons at any time, by giving notice of not less than **30 days** and the Tenderer(s)/Licensee(s) shall not be entitled to any damages or compensation by reason of such termination other than the proportionate abatement of license fee for the period of non-operation/display/non-performance of contract. The option for termination shall also be available to the Tenderer(s)/Licensee(s) who shall have to give a notice of **minimum 90 days** to the Railway administration, if he desires to terminate the contract midway. However, in that case, the Tenderer(s)/Licensee(s) should complete minimum **One year** of the contract successfully. Security deposit shall be refunded subject to clearance of all dues. However, Tenderer(s)/Licensee(s) shall not be allowed to terminate the contract before one year (**9 months + 3 months notice period**). In case firm does so their remaining license fee and security deposit shall be forfeited. Railways also reserve the right to debar the licensee for future tenders.
- b) In case of breach of any of the conditions mentioned herein the contract shall be liable to be terminated summarily without assigning any reasons and the decision of the Railways in this

## Tender No. CA11/EV Charging MMCT

- regard will be final and binding on the Tenderer(s)/Licensee(s). In that event, the security deposit of the Tenderer(s)/Licensee(s) shall be forfeited. No abatement in license fee will be given to the Tenderer.
- c) The Tenderer(s)/Licensee(s) should continue the contract as per the terms and conditions of the agreement. If the Tenderer(s)/Licensee(s) fails to honour the contract, the Railway Administration will forfeit the Security deposit and confiscate the material and installation. Further Railway Administration can also initiate the legal action to recover the due payments, if any.
  - d) On completion / discontinuation / termination of the contract, Tenderer(s)/Licensee(s) shall remove/stop service of **Electric Vehicle (EV) charging Station** within 15 days at his own cost. However, Commercial Activities should be stopped immediately on expiry of the contract. If the Tenderer(s)/Licensee(s) fails to remove/stop service of **Electric Vehicle (EV) charging Station** / stop commercial activities within the stipulated period, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit and security deposit likely to be forfeited and no claim / compensation in this regard will be entertained.
  - e) The Tenderer(s)/Licensee(s) shall be liable to be fined for misconduct, breach of any of the conditions mentioned herein at the sole discretion of the Railway Administration.

**28) Arbitration :**

- (a) All disputes, questions or differences arising out of or in any way touching or concerning this agreement shall be referred to the sole arbitration of any person appointed by the General Manager, Western Railway at the time of such appointment. 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.
- (b) Only such dispute or difference, in respect of which the demand has been made, together with counterclaims or set off, given by the Railways, shall be referred to arbitration and other matters shall not be included in the reference.
- (c) 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 in the Arbitration Act.
- (d) The Arbitral tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA 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 GM.
- (e) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (f) If the notice for appointment of an arbitrator is not served within three years from the date of termination of this contract, the right to refer any dispute under this clause will cease to exist and will be of no effect.
- (g) 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).
- (h) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief of remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitrator.
- (i) 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 Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- (j) 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 thereafter, unless otherwise extension has been granted by Tribunal.



## Tender No. CA11/EV Charging MMCT

- (k) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Arbitrator having due regard to the delay in making it.
- (l) While appointing arbitrator(s), 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 contracts 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. 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.
- (m) 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 therefrom. 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.
- (n) 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.
- (o) 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.
- (p) 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 the Railway Board from time to time and the fee shall be borne equally by both the parties. 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.
- (q) Subject to the provisions of the aforesaid Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause.

**29) Miscellaneous:**

- a) Tenderer(s)/Licensee(s) shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/ High Courts or any other judiciary in the country. Instructions issued by Railway Administration for complying with such judgments have to be followed by the Tenderer(s)/Licensee(s). The Tenderer shall be solely responsible for non-compliance of the directions of Hon'ble Court after due information of the same by Railway Administration.
- b) The Tenderer(s)/Licensee(s) shall pay directly all cess / taxes / assessments and any other charges/levies whatever payable or hereafter becomes payable to the Governments, Municipal Corporations and Local Bodies in respect of services provided /installation/ display of advertisements and shall abide by the Rule/Law of land in force. The Railway Administration will not be liable in reimbursing in full or in part of such any tax/cess to be paid by the Tenderer(s)/Licensee(s) to the Municipal authority, Government directly.
- c) The Railway Administration shall not be liable for any loss or damage however caused to the property belonging to the Tenderer(s)/Licensee(s) installed on the Railway premises.
- d) The Tenderer(s)/Licensee(s) shall comply with all the provisions of any statute applicable for the time being in force including any amendments and rules made there under. The successful Tenderer(s)/Licensee(s) shall indemnify the Railway Administration against any loss, damage by way of costs compensation whatsoever, occasioned by any act of commission or omission on part of the successful Tenderer(s)/Licensee(s) or his agents whom so ever.
- e) If a licensee expires after submission of the tender or after the acceptance, of his tender, the Railway Administration may deem such tender or contract as cancelled. If a partner of a firm expires after submission of his / their tenders, the Railway Administration may deem such tender or contract as cancelled unless the firm retains its original character.
- f) The Tenderer(s)/Licensee(s) will be liable to adhere by any orders as given by the court of law regarding any site/structure.

## Tender No. CA11/EV Charging MMCT

**30) Partnership Deeds, Power of Attorney, etc:**

The Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, the Tenderer should submit **an authorization from partners** authorizing him to sign the tender documents on behalf of partnership firm. The Tenderer shall submit **certified copy of partnership deed**. If these 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 will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

The Tenderer whether sole proprietor, a limited company or a partnership firm / society if they want to act through agent or individual partner(s) should submit along with the tender, **a power of attorney duly stamped** and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

**31) Notice :**

- a) Any notice or communication required to be given or served on any party by the other in respect of this agreement shall be given in writing in English at the address herein first mentioned and shall deem to have been duly served if sent by pre-paid registered mail to the Address specified below or at such other address as may have been notified to the other party or if sent by facsimile process to the other party on the fax number indicated below with respect to each marked for attention of the designated authority mentioned in respect to each.
- b) All notices shall be deemed to have been validly given and served (i) on the business day after the date of transmission with confirmed answer back, if transmitted by facsimile transmission or; (ii) on the expiry of seven days of posting if sent by Registered Post; (iii) on the business day of receipt if sent by courier.
- c) The parties acknowledge that communications may be sent via internet, diskettes and/or any other method. They further understand that such communications are not encrypted and that these transmission methods are not therefore secured means of transmission of information. Each party acknowledges and accepts that such unsecured transmission method involves risk of possible unauthorized alteration and/or unauthorized use of the communication and each agrees to exempt the other from any and all responsibilities of such misuse and communication.

**32) Change in Address :**

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

**33) Clearance from Civil Authorities :**

- a) It will be the responsibility of the Tenderer(s)/Licensee(s) to obtain all necessary permission from Municipal Corporations and other State Government agencies for other areas as required under law in operation from time to time to enable him to provide service/installation/display/sale their material and will pay the fee or any other charges directly to concerned authority at his own. Such charges, if any, are not deductible from amount quoted in this contract agreement. However, the Railway Administration shall provide necessary assistance to the Tenderer(s)/Licensee(s) wherever required.
- b) Tenderer(s)/Licensee(s) will have to get the clearance for **installation of Electric Vehicle (EV) charging Station / sale of products** from the competent authority (if required) and also pay tax etc. if any imposed by the authority acting on behalf of Court or State Govt. or Central Govt. Such charges, if any, are not deductible from amount quoted in this contract agreement.

## Tender No. CA11/EV Charging MMCT

**34) Lien in respect of Claims in other Contracts:**

Railway Administration reserves the right for deduction of Railways dues from the contractor's security amount on the following grounds:

- a) Any amount imposed as a fine by Railway Administration for irregularities committed by the Tenderer(s)/Licensee(s).
- b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract is liable to be withheld or retained by way of lien by the railway, against any claim of this or any other Department of the Central Govt. in respect of payment of a sum of money arising out of or under any other made by the contractor with this or any other Department of the Central Govt.
- c) However, recovery of claims of Railway in regard to terminated contracts is liable to be made from the final bills, Security Deposits and Performance Guarantees of other contract or contracts executed by the contractor.
- d) The performance Guarantee submitted by the contractor against other contracts if required, is liable to be withheld and encashed. In addition, 10% of each subsequent "on account Bill" shall be withheld, if required for recovery of railways dues against the terminated contract.

**35) Labour Laws :**

- a) Tenderer(s)/Licensee(s) shall at all times indemnify Railway Administration against all claims which may be made under the Workman's Compensation Act 1923 or any statutory modifications thereof, or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by himself or his workman or servant.
- b) Tenderer(s)/Licensee(s) hereby undertakes to abide by the provisions of the Payment of Wages Act, 1936 and the Employment of Children Act, 1938 in all his dealing with his workmen or servants here under.
- c) Tenderer(s)/Licensee(s) shall also indemnify the Railway Administration against all claim made by any third party against it arising from violation of any other laws of the land for the time being in force.
- d) The contractor shall comply with all the provisions of contract labour (Regulation abolition) Act 1970 and any subsequent amendment thereof and the rules made there under. Contractor will indemnify the Railway Administration for any loss or damage suffered by it due to violation of its provisions.

**36) Governing Laws**

This agreement shall be subject to provisions of Railway Act 1989, all applicable Central and State Acts, its statutory modifications and the rules and regulations framed there under. The laws of the Republic of India at the time being in force shall be applicable to this contract.

**37) Force Majeure**

It may any time, during the continuance 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, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'event') provided, notice of the happening of any such events is given by either party to the other within 15 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 of delay in performance, shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Western Railway as to whether the performance has 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 seven days, either party may at its option terminate contract by giving notice to the other party.

**38) Copyright Act, 1957**

The Tenderer(s)/Licensee(s) shall ensure all permissions necessary under provisions of Copyright Act, 1957 regarding the content have been obtained. The licensee shall also indemnify the Railway Administration against any damages levied for any copyright infringement.

**39) Indemnity**

- a) Railway Administration shall have no financial or legal or any other liability for issues/ claims raised by any third party regarding the service rendered by Tenderer(s)/Licensee(s).
- b) Tenderer(s)/Licensee(s) shall also keep Western Railway harmless and indemnified at all times against all claim demands, suits, losses, damages, costs, charges and from all expenses whatsoever which railway administration may sustain or incur by reasons or in consequence of any injury, loss to any person or to any property resulting directly or indirectly for any reason whatsoever or in consequence of the exercise by Tenderer(s)/Licensee(s) or its servants of any of the liberties and licenses hereby granted or the non-observance or non-compliance by Tenderer(s)/Licensee(s) or its servant of any clauses referred to herein.
- c) Tenderer(s)/Licensee(s) shall also indemnify Railway administration at all times against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by it or its workmen and employees.
- d) Tenderer(s)/Licensee(s) shall also indemnify Railway administration against all claim made by any third party against it arising from violation of any other laws of the land for the time being in force.

**40) Appeal**

**Any successful Bidder(s)/ Tenderer(s)/ Licensee(s)** aggrieved by an order of the Competent Authority shall, in writing within fifteen days of receiving such an order, file an Appeal before the First Appellate Authority. The Appeal shall be disposed off by the First Appellate Authority preferably within 15 days. The **successful Bidder(s)/ Tenderer(s)/ Licensee(s)** can file Second Appeal if required thereafter, within 15 days of receipt of Order. The Second Appellate Authority shall decide the Appeal preferably within 30 days. Before filing First Appeal, the Licensee shall remove all services / displays. The Appeal can be entertained, if and only if, the services / displays are stopped / removed and the license fees is paid till the date of Appeal.

**41) Jurisdiction**

All disputes, arbitrations arising thereof for the said contract shall be subject to the courts of Mumbai jurisdiction.

**42) Amendments**

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.

**43) Errors, Omissions & Discrepancies**

The Tenderer(s)/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.

Tender No. CA11/EV Charging MMCT

**FORMAT OF AGREEMENT**

**This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_**  
**by and between the following parties:**

The President of the Union of India acting through Divisional Railway Manager (Commercial), Mumbai Central Division, Western Railway, Mumbai – 400 008, here in after called “The Railway Administration”, which expression shall, unless the context does not so admit, includes his successor and assignees in office on the one part,

**And**

M/s.-----, having its registered office at -----  
 -----and represented by the -----, here in after called  
 “Licensee/Licensees”, which expression shall, unless excluded by the context, include his/their or either  
 of his/their heirs, executors and administrators, successors and assignees on the other part.

**SCOPE OF CONTRACT**

WHEREAS Railway Administration has awarded a contract to license [Name of work] under its letter no. ----- dated ----- for a period of 5 years, according to which Railway Administration is desirous to enter into an agreement with licensee for advertising rights through [Name of work]

NOW, IT IS HERE BY AGREED AND BETWEEN THE NAMED PARTIES AS UNDER:

**1) Definition :**

- a) Railway/Railway Administration –Railway/Railway Administration shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorised to deal with any matters, which these presents are concerned on his behalf
- b) General Manager – General Manager means the General Manager of a Zonal Railway appointed under Section 4 of the Railways Act, 1989.
- c) Principal Chief Commercial Manager means the officer in administrative charge of Commercial Department of Zonal Railway.
- d) Divisional Railway Manager (Commercial) means the officer in-charge of the Commercial Branch of the Division of the Zonal Railway.
- e) "Advertisement" means and includes any device or representation in any manner such as announcement or direction by word, letter, model, image, or a combination of signs by means of posters, hoarding, banners, temporary arches, electronic display, name boards, direction boards, balloons or any other visual or audible media or any other innovative media, etc. displayed to promote a product or service under categories covered in these definitions.
- f) “Competent Authority” means the Senior Divisional Commercial Manager of Mumbai Division. “Appellate Authority”, means the Divisional Railway Manager of Mumbai Division and “Second Appellate Authority” means the Principal Chief Commercial Manager of Zonal Railways.
- g) Letter of Acceptance (LOA) - the Letter of Acceptance means the Letter of Acceptance, of successful bidder’s offer, issued by Railway Administration.
- h) Letter of Authority – Letter of Authority means the letter issued by Railway Administration permitting display of Advertisement / execution of work after receipt of required license fee and security deposit as per payment schedule.
- i) Commencement Date of Contract – means the date from which the contract is commenced.
- j) Expiry Date – means the last date of the contract period from the date of commencement.
- k) Year – means the period of 365 days from the date of commencement of the contract and subsequent years of same days. Leap year means period of 366 days.
- l) Monthly Period /Quarterly Period / Half Year – means the period of one month/three months and six months, respectively as calculated from above.

## Tender No. CA11/EV Charging MMCT

- m) Tendered area means the earmarked area of awarded media in sq. ft. for display of advertisement/execution of work. Tenderer means the Agencies / Companies/ Firms who has submitted the tender and contract allotted.
- n) Advertisement rights mean permission for display of advertisement on the earmarked / allotted area for advertisement.

## 2) Scope of Work:

### A. Objective and Concept:

- a. The Tenderer(s)/Licensee(s) shall have to establish, operate and maintain Electric Vehicle (EV) charging Station at Mumbai Central (MMCT) station of Mumbai Division for a period of 5 years on self-financing basis. (Identified location is attached as **Annexure A**).
- b. **Electric Vehicle (EV) charging Station is a machine that supplies electric energy for the recharging of plug-in electric vehicles.** The Tenderer(s)/Licensee(s) shall have to provide **Charging facility for all types of Electric Vehicles (2/3/4 wheeler vehicles- Bikes/Auto Rickshaws/Cars etc.)** at allotted space at Mumbai Central (MMCT) station of Mumbai Division. The Tenderer(s)/Licensee(s) is/are also allowed to provide **Battery swapping facility for Electric Vehicles in addition to Charging facility.**
- c. The Tenderer(s)/Licensee(s) will be allotted a space measuring **100 sq.ft. (9.29 sq.mtr) as mentioned in Annexure A.** No additional space/area will be given for inventory or any other purpose over and above allotted area as mentioned above.
- d. The successful Tenderer(s)/Licensee(s) shall take over the possession of the tendered area (as mentioned in Annexure A) on 'as is where is' basis and shall establish, operate and maintain Electric Vehicle (EV) charging Station including requisite fitments, make adequate provision of equipment, stationery and manpower, payment of wages/salaries to the workforce at its own cost.
- e. The Electric Vehicle (EV) charging Station shall be installed under the guidance / supervision of the Station Master, Sectional CMI, SSE (W/A) Bandra and Sectional Engineer of Electrical Branch of concern station.
- f. The Tenderer(s)/Licensee(s) should ensure that the Electric Vehicle (EV) charging Station remain functional throughout the time (24 x 7) and any repairs, maintenance & replacement if required will be done by the party immediately at his own cost.
- g. The Tenderer(s)/Licensee(s) shall obtain all necessary permissions, clearance, certifications, from Government, Local bodies, Committees, if required for operation of Electric Vehicle (EV) charging Station.
- h. The Tenderer(s)/Licensee(s) is/are permitted to take electricity connections from Railways or any other source subject to necessary permissions from Electrical Department of the Western Railway Mumbai Division.
- i. **At a time, only one (3wheeler/4wheeler) / sufficient vehicles (2 Wheeler) within the allotted area should be allowed to Charge from Electric Vehicle (EV) charging Station. The Tenderer(s)/Licensee(s) should take care that no queuing of vehicles should take place in Railway premises. The vehicles waiting for charging either should be outside the Railway station premises or in the Pay & Park area of Mumbai Central (MMCT) station by duly paying the parking charges.**
- j. The Tenderer(s)/Licensee(s) should establish the Electric Vehicle (EV) charging Station in such a manner that it should enhance the ambience of the surroundings by using good quality and standard material.
- k. Railway Administration does not guarantee for the adequate number of Electric Vehicles for charging at Electric Vehicle (EV) charging Station. The Tenderer(s)/Licensee(s) shall not have claim for any compensation in case of non-availability or reduction of Electric Vehicles for charging service at Electric Vehicle (EV) charging Station.

## Tender No. CA11/EV Charging MMCT

1. Any Mandatory work required for Electric Vehicle (EV) charging Station to be undertaken by the Tenderer(s)/Licensee(s) at his own cost during any time of contract period.

**B. Charges for services at Electric Vehicle (EV) charging Station:**

- a. Charges/Tariff for various facilities will be market driven for similar facilities and shall require approval of Railway Administration/Competent Authority i.e. Sr. DCM/BCT.
- b. Railway Administration reserves the right to make any amendment in such Charges/Tariff at any time during the contract. The same will be binding on Tenderer(s)/Licensee(s).
- c. Charges shall be inclusive of GST and Tenderer(s)/Licensee(s) shall have to pay GST directly on GST portal.
- d. Booking for charging services at Electric Vehicle (EV) charging Station may be offline or through Website. Tenderer(s)/Licensee(s) may arrange for Mobile Application also, for online booking for charging services at Electric Vehicle (EV) charging Station. The Tenderer(s)/Licensee(s) shall maintain transparency in booking for charging services at Electric Vehicle (EV) charging Station.
- e. The **Charges/Tariff** shall be exhibited/ displayed by the Tenderer(s)/Licensee(s) at conspicuous locations at Electric Vehicle (EV) charging Station, in aesthetic manner. The rates should be displayed in trilingual (i.e. Regional, Hindi and English languages).
- f. The Tenderer(s)/Licensee(s) must not discriminate against any Passengers/Customers on the basis of caste/creed/nationality or gender. Passengers/Customers to be treated equally with utmost respect and courtesy.
- g. Under no circumstances, the licensee should demand or collect extra amount other than the prescribed Charges/Tariff.
- h. The Tenderer(s)/Licensee(s) shall ensure that **Computerised bills/receipts** are issued to customers for services without exception. The Tenderer(s)/Licensee(s) will be bound by the **"No Bill-No Payment"** scheme of Indian Railways. All details such as Vehicle number, No. of Vehicle charged, **Date & Time of charging**, charges applicable, Name of Service provider/Licensee etc. shall be printed on receipt.
- i. In case of failure of computer system, manual receipts should be issued to the passengers/customers at the cost of Licensee. The Licensee shall have to arrange restoration of system within 1 hour.
- j. The Tenderer(s)/Licensee(s) shall provide the facility for cashless transaction viz. POS/Swipe Machine, BHIM, Mobile Wallets, Bharat QR Code, any new schemes/tools/instruments introduced by Govt. of India or Ministry of Railways for promoting cashless transactions, etc. compulsorily available in the unit/machine.
- k. Proper account is to be maintained of daily transactions & earnings and should be produced as and when demanded by the Railway administration at the time of inspection.

**C. Restrictions:**

- a. The Tenderer(s)/Licensee(s) will use the allotted space exclusively for Electric Vehicle (EV) **Charging or Battery swapping** Station only. **Any services or any other commercial/business activity will not be permitted** at Electric Vehicle (EV) charging Station premises and if any misuse of the premise is found, same shall be treated as violation of the agreement. In such a case Railway Administration shall impose punitive measures including fine as deemed fit and Railway reserves the right to terminate the contract forthwith and blacklist the Tenderer(s)/Licensee(s) from participating in similar kind of contracts on Indian Railway for next two year and render him liable to forfeiture of his Security Deposit.
- b. The Tenderer(s)/Licensee(s) will **not be permitted to undertake any form of Commercial advertisements, display of sponsored/ third party logos so as to generate additional revenue etc.** without the approval from Railways. The Tenderer(s)/Licensee(s) is/are allowed to display his company name, logo and any

## Tender No. CA11/EV Charging MMCT

information in aesthetic manner within allotted area only. However, Railway reserves the right to display advertisement both for its own or commercial use in a future date. Any violation in this regard will invite punitive measures as deemed fit by the Railway Administration.

**D. Staff for manning of kiosks:**

- a. The Tenderer(s)/Licensee(s) shall be permitted to engage his own engineer / personnel / staff of good conduct to maintain the system, installations etc. with the prior permission of Railway Administration/Station Authority.
- b. The Tenderer(s)/Licensee(s) is/are allowed for **only 1 staff** (at a time/in one shift) at Electric Vehicle (EV) charging Station for guidance of passengers. Any increase in staff may be done subject to approval of Sr. DCM/BCT.
- c. Staff allowed at Electric Vehicle (EV) charging Station at service of passengers with valid ID/uniform issued by Tenderer(s)/Licensee(s).
- d. Deployment of any other persons other than the authorized staff will be penalized.
- e. Staff of the Tenderer(s)/Licensee(s) should be presentable and courteous in nature.
- f. Railway Administration reserves the rights to restrict the staff of the Tenderer(s)/Licensee(s) to work at the station in case of any complaint of misbehaviour with passengers.
- g. Tenderer(s)/Licensee(s) should submit the list of staff deputed at the stations along with their Identity proof to Railway administration/Station Authority.
- h. Copy of the letter of acceptance, letter of authority, Commencement letter, agreement, license fees payment details, police verification certificate of the staff, medical certificate of staff and other relevant documents should be kept available at Electric Vehicle (EV) charging Station by the Tenderer(s)/Licensee(s) and should be produced as and when demanded by the Railway Administration.
- i. The Tenderer(s)/Licensee(s) is/are advised to follow Central/State government laws in context of the current COVID-19 situation and ensure that the staff takes all necessary precautions throughout the contract period.
- j. Any damage to the Railway property due to negligence by the Tenderer(s)/Licensee(s) or the staff/representative of Tenderer(s)/Licensee(s) shall be paid without fail and the decision of Railway Administration will be final and binding on Tenderer(s)/Licensee(s).
- k. Tenderer(s)/Licensee(s) shall abide by the extant labour rules of Government and prevailing payment of wages Act for the employees employed by it for the installation, maintenance and operation of the kiosks/machine/Electric Vehicle (EV) charging Station.
- l. There will be a fine for each of the following irregularity/offence noticed, which may go up to Rs. 10,000/- for each case. It may be imposed by Sr. Divisional Commercial Manager, Mumbai Central.
  - i. Any staff of Tenderer(s)/Licensee(s) found in drunken condition/indulging in a bad conduct.
  - ii. Any staff of the Tenderer(s)/Licensee(s) found creating nuisance on Railway premises.
  - iii. Dishonouring of drafts of payments.
  - iv. Not following the instructions of the Railway Administration.
  - v. Non-functioning of Electric Vehicle (EV) charging Station.

**E. Installation and Maintenance:**

- a. The entire cost of installation of frames / fixtures / fittings / display material, operation/ security of Electric Vehicle (EV) charging Station by engaging manpower, maintenance, cabling, fabrication, electricity consumption charges, electricity deposit & other incidental expenses incurred for Electric Vehicle (EV) charging Station are to be solely borne by Tenderer(s)/Licensee(s).
- b. Tenderer(s)/Licensee(s) should use standard quality material for the establishment of Electric Vehicle (EV) charging Station. Tenderer(s)/Licensee(s) should regularly maintain Electric Vehicle (EV) charging Station and also carry out maintenance and strengthening of fixtures, fittings, installations for safety reasons at his own cost under supervision of SSE [W/A] Bandra throughout the contract period. During the currency of the contract Tenderer(s)/Licensee(s) should regularly and at all times maintain the stability of the fixtures with respect to strengthening and safety.



## Tender No. CA11/EV Charging MMCT

- c. Setting up of the 'Electric Vehicle (EV) charging Station' should not cause inconvenience to the travelling passenger or to the Railway officials on duty and it does not hamper free movement of passengers.
- d. Passengers/Customers should not be harassed in any way; any such public complaint will invite penalty and repeated instances would compel Railway administration to terminate the contract.
- e. The area around the installed Electric Vehicle (EV) charging Station is to be maintained clean and provision of dustbin is to be ensured by the Tenderer(s)/Licensee(s).
- f. The Tenderer(s)/Licensee(s) shall ensure that the norms of aesthetics, environmental concerns, decongestion, Safety and security and free movement of passengers, all other standards of sanitation, fire safety etc. as prescribed under Railway rules are not violated.

**F. Shifting:**

- a. Railway Administration reserves the right to change the location of space earmarked for Electric Vehicle (EV) charging Station from the existing ones to the other location in the interest of Railway working. All incidental expenses should be solely borne by the Tenderer(s)/Licensee(s).
- b. Tenderer(s)/Licensee(s) shall realign, re-adjust, or shift the machines whenever desired upon by the Railway Administration to do so at his own cost and by utilizing his own manpower without claiming any compensation the same.

**G. Safety & Security:**

- a. It will be obligation on part of the licensee to keep adequate **safety and security** arrangement with prior permission to safe-guard the installations Electric Vehicle (EV) charging Station his own expenses and cost.
- b. The Electric Vehicle (EV) charging Station must be compliant with the **Fire Prevention and Life Safety Regulations** issued by the respective State Government.
- c. **Fire Extinguisher:** The Tenderer(s)/Licensee(s) shall ensure availability of portable fire extinguishers at his own cost and the staff engaged should have knowledge of operation of the equipment. The validity the extinguishers shall be obtained from time-to-time.
- d. The Tenderer(s)/Licensee(s) should install **CCTV** at his own cost for surveillance and to curb the menace of theft.
- e. All safety /security rules and instructions given by station in charges /Sectional Commercial Inspectors are to be followed strictly. Any contravention in terms of timing or space permitted will be liable for withdrawal of permission granted to the licensee or suitable penalty may be levied.
- f. The Tenderer(s)/Licensee(s) shall or shall cause to organize the supervision, security, monitoring and control of the operation and maintenance of the facilities, as may be necessary to ensure proper performance.
  - i. Security and watchful movement on round the clock basis (24x7)
  - ii. Management and administrative staff to cater to customers on a round the clock basis (24x7)
- g. The Railway Administration will not be responsible for any loss/theft/damage of any property of the Tenderer(s)/Licensee(s).
- h. The Tenderer(s)/Licensee(s) during the currency of the contract has to Maintain and ensure the security of the machines / Electric Vehicle (EV) charging Station at his own cost.
- i. Tenderer(s)/Licensee(s) shall be solely responsible for safety; security of installations, fixtures, fittings, peripherals and for any loss, damage, disputes, and claims caused and shall indemnify the administration against all claims / demands / actions in respect of any loss or damage caused.

**H. Cleanliness and Record:**

- a. The Tenderer(s)/Licensee(s) shall operate and maintain the Electric Vehicle (EV) charging Station as state of the art facility matching global standards.
- b. At all times during the tenure of contract, Tenderer(s)/Licensee(s) shall maintain a high standard of cleanliness & upkeep of premises.
- c. Regular inspections will be conducted by the Railway officials to ensure that high quality of service is provided to the passengers.

## Tender No. CA11/EV Charging MMCT

- d. The Tenderer(s)/Licensee(s) should keep all the relevant records such as Letter of Acceptance, Letter of Authority, Letter of Date of Commencement, all payment details paid to the Railways, at Electric Vehicle (EV) charging Station in proper file. These documents should be made available for any inspecting official at any time.
- e. The Tenderer(s)/Licensee(s) shall also exhibit Name of the Firm / Agency, Correspondence Address, Telephone Nos. , Email address, Fax no. (if any), Expiry Date of the contract for Electric Vehicle (EV) charging Station information of customers and Railway officials.

**I. Complaint Redressal:**

- a. The Tenderer(s)/Licensee(s) will be entirely responsible to address complaints/concerns raised by passengers with regards to the services offered through Electric Vehicle (EV) charging Station.
- b. The Railway Administration will not be responsible for any loss or damage caused by the Tenderer(s)/Licensee(s) to any passengers/vehicles.
- c. The Railway shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Tenderer(s)/Licensee(s)'s services. For this Tenderer(s)/Licensee(s) shall maintain complaint/feedback register/phone number/Mobile number at location of Electric Vehicle (EV) charging Station and shall produce to the Railway authority as and when demanded.

**J. Other condition:**

- a. The Tenderer(s)/Licensee(s) shall be liable to pay both **Electricity and Water usage charges** incurred in Electric Vehicle (EV) charging Station on the basis of actual meter reading.
- b. The development, renovations and other maintenance charges of Electric Vehicle (EV) charging Station shall be a liability of the agency.
- c. The Tenderer(s)/Licensee(s) is/are responsible for any damages caused during the period of the contract and is/are liable to make necessary fixtures. Failure to do so will lead to a monetary compensation as quoted by Indian Railways.
- d. There should be no use of loudspeakers/Mega Phone or any other instrument of such kind, which creates public inconvenience of any kind to commuters.
- e. The permission is granted on the sole risk and cost of licensee only and no claim of any kind will be entertained by Railway Administration.
- f. **Any request for relief in cognizance with pandemic situation of COVID-19 will not be entertained.**

**Additional Conditions:**

- a) Weatherproof material/casing/covering should be used to prevent damage from rains and other factors. No rebate will be provided on account of damage to the Electric Vehicle (EV) charging Station on this account.
- b) The Tenderer(s)/Licensee(s) should regularly maintain, replace damaged Electric Vehicle (EV) charging Station immediately and also carry out maintenance and strengthening of fixtures, fittings, installations for safety reasons at his own cost under supervision of SSE [W/A] Bandra.
- c) **The faulty Electric Vehicle (EV) charging Station shall be replaced within 03 days. For such type of irregularity penalty up to Rs. 10,000/- on each occasion shall be imposed by Sr. Divisional Commercial Manager, Mumbai Central.**
- d) The electrical wires should be properly secured and concealed in order to avoid its loose dropping. Electrical insulation and safety aspects should be ensured.
- e) The Tenderer(s)/Licensee(s) shall realign, readjust, or shift the Electric Vehicle (EV) charging Station whenever desired upon by the Railway Administration to do so at his own cost and by utilizing his own manpower without claiming any compensation.
- f) The Railway Administration reserves the right to change the stations, locations, types of services offered and rates thereof in the interest of Railway administration.
- g) The Tenderer(s)/Licensee(s) shall be solely responsible for safety of Electric Vehicle (EV) charging Station; security of installations, fixtures, fittings, peripherals if any and for any loss, damage, disputes, and claims caused and shall indemnify the administration against all claims / demands / actions in respect of any loss or damage caused to Railway property.

## Tender No. CA11/EV Charging MMCT

- h) The successful tenderer/ Tenderer(s)/Licensee(s) should exhibit Name of the Licensee, LOA No. & date, Correspondence Address, Telephone Nos., Email address, and the date of commencement and expiry of the contract on Electric Vehicle (EV) charging Station for information of customers and Railway officials. Non- compliance of the same shall be treated as violation of contractual obligation.
- i) In addition to this tender, the Railway Administration reserves the right to develop / create any media/service and also award contracts for any media, Commercial Publicity on Railway Signages, contracts in the nature of passenger amenity with commercial advertisement, etc. and offer the same to other parties and the successful tenderer is not entitled to any claim, rebate in license fee thereof.
- j) If any of the stations/locations/sites as is not made available fully/partially or is removed due to administrative reasons or reasons beyond the control of Railway Administration then the proportionate abatement in license fees for the respective station/location/site/non-operational period shall be granted subject to verification and certification from concerned Railway Department and approval from competent authority.
- k) The successful bidder shall be bound by all Terms & Conditions stipulated in the LOA, Agreement, subsequent instructions/conditions from time to time including relevant policy for Commercial publicity of Railways, General contract conditions and special terms and conditions of the contract, any orders given by court of law failing which fine will be imposed for any misconduct breach of any of the terms & conditions at the sole discretion of the Railway Administration , Security deposit liable to be forfeited, contract terminated or legal action or any other action deemed fit like blacklisting of firm can also be initiated.
- l) All necessary security measures must be ensured and safeguarding from any possible attempts to take over control of Electric Vehicle (EV) charging Station should be done by the successful tenderer.

**3) Earnest Money Deposit (EMD):**

- a) The Tenderer shall be required to deposit through online net banking or payment gateway a requisite amount as indicated in the Notice Inviting Tender as Earnest Money Deposit (i.e. 2% of total tender value) along with Tender Form. The earnest money of the unsuccessful Tenderer shall be refunded.
- b) No interest will be paid on the EMD.
- c) Tenders without or with less earnest money will be summarily rejected.
- d) If any Tenderer withdraws during the period of validity mentioned in **Para 8 of tender document**, the Earnest Money Deposit will be forfeited. However, if no decision has been communicated within validity period of offer as mentioned in NIT, the Tenderer can withdraw his offer after the expiry of the period of validity and his earnest money will be refunded.
- e) The earnest money of the successful Tenderer will be adjusted against the 1<sup>st</sup> year advance license fee.
- f) The earnest money will be refunded to unsuccessful Tenderer.
- g) **The earnest money of the successful Tenderer will be liable to be forfeited if the Tenderer does not fulfill any of the following conditions:**
  - Furnishing of **Security Deposit** within 30 days from issue date of Letter of Acceptance/ as per tender document.
  - Execution of agreement as per of Terms and Conditions.

**4) Security Deposit :**

- a) The successful Bidder(s)/Tenderer(s) shall be required to submit Security Deposit equivalent to **3 months** license fee of last year of contract in the form of FDR/TDR or irrevocable Bank Guarantee issued by Nationalized/Scheduled Commercial Bank, valid for a period of five and Half years within 30 days from issue date of Letter of Acceptance. The Bank Guarantee should be properly addressed in favour of Senior Divisional Finance Manager, Mumbai Central, Western Railway.
- b) It shall be understood that the tender documents have been sold/issued to the Tenderer in consideration of the stipulation of the agreement on his part, that after submitting his/their tender he will not resale from his/their offer or modify the terms and conditions thereof in a manner not

## Tender No. CA11/EV Charging MMCT

acceptable to Railway Administration. If the Tenderer fails to observe or comply with the said stipulation, the aforesaid amount of security deposit shall be liable to be forfeited by the Railway Administration.

- c) Railway Administration shall have right to adjust the security deposit in part/in full for any loss sustained by the Railway in dues whatsoever arising out of this contract or any other contract between the parties hereto, or due to any breach of the agreement. Security Deposit will be refunded on satisfactory completion of the contract period taking into consideration that all Railway dues are cleared.
- d) The Tenderer will have to submit a 'No Claim Due' certificate issued by other department before their Security Deposit is released.
- e) If the Security Deposit is not submitted within 30 days from date of issue of letter of acceptance, a penalty @ of 18% per annum (excluding taxes) on the number of delayed days (maximum 30 days) i.e. from 31st day onwards till 60<sup>th</sup> day will be imposed on the amount of Security Deposit. However, if the party fails to submit the Security Deposit within 60 days (30 days free time allowed + 30 days with panel interest) from the date of issue of LOA the competent authority/Railway Administration will be at the liberty to take suitable action as per **Para 08 "Failure to pay Charges"** and the decision of the competent authority/Railway Administration will be final and binding on the tenderer.

**5) Commencement of Contract :**

- a) The date of the commencement of the contract shall be **30 days** from the date of issue of Letter of Authority or successful working of **Electric Vehicle (EV) charging Station** (partial or in full) at any/or all of stations/locations/sites, whichever is earlier. However, the commencement period can be extended further for a maximum period of 30 days in exceptional cases with the approval of competent authority/Railway Administration.
- b) The successful Bidder(s)/ Tenderer(s) will have to inform about the acceptance of contract through Letter of Intent addressed to Divisional Railway Manager (Commercial), Mumbai Central within **30 days** from issue of Letter of Acceptance. After which the Railway Administration shall issue the Letter of Authority for **installation of Electric Vehicle (EV) charging Station** on receipt of the advance License fee and Security Deposit as explained herein in clause "Payment Schedule" and "Security Deposit".
- c) The successful Tenderer/Licensee will have to complete the work of **installation of Electric Vehicle (EV) charging Station 30 days** from date of issue of Letter of Authority.

**6) Period Of Contract :**

The period of the contract shall be, unless determined under any provisions hereinafter contained in that behalf, for Five years from the date of commencement of the contract.

**7) Payment Schedule :**

- a) The successful Bidder(s)/ Tenderer(s)/ Licensee(s) will have to pay full license fee in advance as per following schedule:
  - a. 25 % within 30 days from the date of issue of Letter of Acceptance (LOA) (after adjusting the Earnest Money Deposit).
  - b. 25% within 90 days from the date of issue of Letter of Acceptance (LOA)
  - c. 25% within 180 days from the date of issue of Letter of Acceptance (LOA)
  - d. 25% within 270 days from the date of issue of Letter of Acceptance (LOA)
- b) The EMD will be deemed adjusted only on furnishing of the requisite security deposit as mentioned in "Security Deposit" clause.
- c) If the License fees is not submitted as per above schedule from date of issue of letter of acceptance, a penalty @ of 18% per annum (excluding taxes) on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee for that period. However, if the party fails to submit the License fees as per above schedule from the date of issue of LOA the competent authority/Railway Administration will be at the liberty to take suitable action as per **Para 08 "Failure to pay Charges"** and the decision of the competent authority/Railway Administration will be final and binding on the tenderer.

## Tender No. CA11/EV Charging MMCT

- d) For the subsequent years of the contract, the license fee shall be payable on Quarterly basis, 07 days in advance of the beginning of each Quarter of the contract period, failing which a penalty @ of 18% per annum (excluding taxes) on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee for that period.
- e) The license fee shall escalate by 10 % each year after 3<sup>rd</sup> year of contract.
- f) All the license fee shall be payable through **Online / Pay Order / Demand Draft only** in favour of "**Chief Cashier, Western Railway, Churchgate**". Payment of Licensee Fee through cheques will not be accepted.
- g) The successful Bidder(s)/ Tenderer(s)/ Licensee(s) will have to pay proportionate applicable license fee for additional day due to leap year during the contract tenure including extension period, if any.
- h) **Delay in any payment** due will attract a penal interest @ of 18% per annum on the number of delayed days i.e. maximum 30 days will be imposed on the due license fee. If the successful Bidder(s)/ Tenderer(s) /Licensee(s) further delays to deposit the requisite license fee, the Railway administration reserves the right to take administrative action as deemed fit for the due period. The due date of the respective contract period will be taken into consideration from 07 days in advance and accordingly will attract penal interest in case of late payment of License fees.

**8) Failure to pay Charges:**

In the event of failure of payment of license fee or any other charges payable to the Railway Administration, the Railway Administration will be at liberty to Forfeit Earnest Money/ Security deposit/claim on bank guarantee, discontinue the **Electric Vehicle (EV) charging Station** and Confiscate other materials of the licensee without prejudice to any rights of the Railway administration and to cancel the contract and also reserve the rights to debar the licensee from participating in future tenders or black list the license and cancel his recognition as an license or/and authorized agent of licensee.

**9) Special Conditions :**

- a) In case the successful Bidder(s)/Tenderer(s)/Licensee(s) desires to install additional **Electric Vehicle (EV) charging Station** or change in locations of **Electric Vehicle (EV) charging Station within tendered station(s)**, he shall obtain prior permission from competent authority i.e. Senior Divisional Commercial Manager.
- b) The permission shall be granted subject to feasibility/viability based on safety, aesthetics, security, synchronicity with existing stations/sites or anything which violates the laid down Railway Procedures/ norms from concerned Railway officials and on payment of advance additional annual License fee.
- c) For such additional **Electric Vehicle (EV) charging Station/machines/area** the successful Bidder(s)/Tenderer(s)/Licensee(s) shall have to pay the additional license fee as per the prevailing tender rates or on the existing schedule rates of Station / Location / Land Rate /Media whichever is higher. The subsequent escalation for the different years will be same as applicable in tender.
- d) The contract period for additional **Electric Vehicle (EV) charging Station/machines/area** shall co-terminate with the original contract and will be governed by the same terms and conditions of the original contract.
- e) However, Railway reserves right not to allow any such change / development / upgradation / utilization of additional **Electric Vehicle (EV) charging Station/machines/area** for administrative reasons and the decision in this regard will be final and binding on the tenderer.
- f) **Excess Area:** If it is found by the Railways that the successful Bidder(s)/Tenderer(s)/Licensee(s) has utilized excess stations/locations/area without permission, he/she/they will be liable to be charged for such excess stations/locations/area from the date of commencement of contract or last inspection of Railway officials till date of removal of excess stations/locations/area, five times of the proportionate existing License fee fixed by the administration towards penalty and proportionate License fee for the excess stations/locations/area utilisation period. In case of subsequent default by the party the date of last inspection report by concerned Railway officials will be considered for determining penalty and proportionate License fee payable which in no case shall be less than five times of the proportionate existing License fee subject to maximum penalty shall be 25% of total contract value.

## Tender No. CA11/EV Charging MMCT

- g) Due to any reason, if the tender is extended further after completion of five years contract either on request of the party or on account of Railway Administration, the same will be extendable with 10% escalation on the previous year's license fee and the terms and conditions of the original contract will be applicable for the extended period also. However, Railway reserves right not to extend the contract period and neither entertain request, representation in this regard and the decision in this regard will be final and binding on the Tenderer/Licensee.
- h) There will be a fine for each of the following irregularity/offence noticed (other than extra stations/locations/area), which may go up to **Rs. 10,000/-** at each time. It may be imposed by Sr. Divisional Commercial Manager, Mumbai Central.
  - Any staff of Tenderer(s)/Licensee(s) found in drunken condition/indulging in a bad conduct.
  - Any staff of the Tenderer(s)/Licensee(s) found creating nuisance on Railway premises.
  - Dishonouring of drafts of payments.
  - Not following the instructions of the Railway Administration.
  - **Non-functioning of any Electric Vehicle (EV) charging Station.**

**10) Electricity and Other Charges**

- a) The Tenderer(s)/Licensee(s) will have to apply to the Electrical Department of the Western Railway Mumbai Division for electricity connections wherever desired by them and they will have to pay connection charges, security deposits, augmentation charges and other charges including electricity recharge separately for electricity connections directly to the Electrical Department under advice to the advertising section of the Commercial Department immediately on receipt of the acceptance letter. Any delay on the part of the Tenderer(s)/Licensee(s) in submission of load requirement will not form any basis for any type of concession/ abetment /change of commencement.
- b) The Tenderer(s)/Licensee(s) shall pay in advance the estimated consumption Charges/service connection charges to be estimated by the Railway Administration. Meter hire charges are also payable by the Tenderer in advance when advised by the Divisional Railway Manager (Electrical). The Tenderer agrees to pay all the dues in advance.
- c) The Railway administration shall have the right to reduce, stagger or disconnect electric supply due to power shortages, or any other cause, whatsoever without prior notice to the Tenderer(s)/Licensee(s) and without being liable for compensation or proportionate reduction of rent or other charges. The Railway administration shall also not be responsible for failure, interruption or breakdown of electric supply from whatever cause and refund of charges for display/execution of work shall not be permitted on account of such failure of electricity. In case of failure, the Tenderer(s)/Licensee(s) should make his own standby arrangements.

**11) Wrong Information by Tenderer:**

If the Tenderer(s)/Licensee(s) deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

**12) Security Arrangements:**

In addition to the routine Railway security arrangements, the Tenderer(s)/Licensee(s) shall be permitted to engage his own security arrangement / personnel / staff of good conduct to safeguard the **Electric Vehicle (EV) charging Station**, any other material, installations etc. with the prior permission of Railway Administration. The antecedents of person deployed shall be got verified by the Tenderer(s)/Licensee(s) from the concerned police dept. The security personnel / staff engaged by the Tenderer(s)/Licensee(s) shall not be entitled for any Railway benefit and / or free passes to the Tenderer(s)/Licensee(s) or his staff for rail journey. The staff deputed by Tenderer(s)/Licensee(s) shall be permitted to work only on production of photo identity card duly attested issued by the Tenderer(s)/Licensee(s) as per approved format.

**13) Compliance To Tender Conditions & Specifications :**

The intending Tenderer(s)/Licensee(s) is advised to physically check the stations/locations/area/sites and condition of the tendering areas, surroundings of other existing sites of other places, feasibility for other sites and terms of the existing contracts and their

## Tender No. CA11/EV Charging MMCT

earnings etc. The intending Tenderer(s)/Licensee(s) can approach the commercial publicity section and officers and inspectors for any other information and clarifications from the date of issue of Notice Inviting Tender. Any submission of tender / quotation by the Tenderer shall be deemed to have done after a careful checking and understanding of locations and latest position of tender areas to avoid difficulties or problems later on.

**14) Authority For Acceptance :**

The authority for the acceptance of the tender will rest with the Railway Authority, for and on behalf of President of India, who shall not be bound to accept the highest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Railway Authority reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderer or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

**15) Restrictions On Rights :**

- a) Railway Administration does not permit any display through the media/execution of work which is/are against the policy guidelines issued by Ministry of Railways from time to time.
- b) Railway Administration reserves the right for displaying Railway signages, pictograms, indication boards, other types of electronic media on its own for the sake of Railway System.
- c) Tenderer(s)/Licensee(s) should remove/stop service of **Electric Vehicle (EV) charging Station** at the short notice without claiming any compensation or damages when the Railway Administration asks the Tenderer(s)/Licensee(s) to do so for the sake of safety operations of the train services and for carrying out any emergency construction work. The Tenderer(s)/Licensee(s) shall be allowed to develop alternate stations/locations/area in lieu of the same.
- d) Any stations/locations/area/site which comes under the status of Heritage, the guidelines of Heritage Conservancy Committee should be followed. The Tenderer(s)/Licensee(s) is/are required to comply with the instructions being issued by Railway Administration in this regard.

**16) Agreement:**

- a) The successful Tenderer(s)/Licensee(s) shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager (Commercial), Western Railway, Divisional Railway Manager's Office, Mumbai Central, Mumbai-400 008 within **45 days** from the Letter of Acceptance.
- b) Except where specifically stated otherwise in the Special Conditions of Tender/Contract, the **installation of Electric Vehicle (EV) charging Station** is to be carried out in accordance as per terms and conditions of contract and other extant rules.
- c) Any special conditions/ deviations stated by the Tenderer(s)/Licensee(s) in covering letter submitted along with the tender shall be deemed as a part of offer and shall be deemed to be a part of contract only to such extent as have been explicitly been accepted by the Railway Administration. Non rejection in this regard or non-communication on the part of the Railways should not be and will not be considered as acceptance for such conditions stated by the Tenderer(s)/Licensee(s).

**17) Modification In Agreement :**

Any addition/alteation/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.

**18) Stamp Duty / Cost / Expense Bearing:**

If the Tenderer(s)/Licensee(s) desires to get the agreement registered as per law of the land, he shall be solely responsible for registration of the agreement. All costs, charges and expenses of and incidental to engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Tenderer(s)/Licensee(s).

## Tender No. CA11/EV Charging MMCT

**19) Engagement of other Companies:**

The Railway Administration has no objection if the Tenderer(s)/Licensee(s) engages other companies/concerns/agencies for the purpose of **installation of Electric Vehicle (EV) charging Station**, fabrication, painting, for promotion, for marketing or to advance idea or to bring about some effect desired by Tenderer(s)/Licensee(s). However, at no time transferring, mortgaging, subletting the rights/ privileges conferred under this tender would be permissible. The engaging of such companies / concerns / agencies etc. for the purpose of execution of contract will be entirely at the Tenderer(s)/Licensee(s) own risk and cost.

**20) Untoward Incidence :**

The Railway administration shall not be liable to pay any compensation to the public for any negligence of the Tenderer(s)/Licensee(s) resulting in injuries or death. The Tenderer(s)/Licensee(s) shall be bound to pay any claims arising out of such incidence as per Railway rules and shall also abide the decision of the Railway Claims Tribunal under section 124/A of The Railways Act 1989 or any other decision given by court of Law on this matter.

**21) Termination :**

- a) The Railway Administration reserves the right to terminate the contract fully or partially, without assigning any reason/reasons at any time, by giving notice of not less than **30 days** and the Tenderer(s)/Licensee(s) shall not be entitled to any damages or compensation by reason of such termination other than the proportionate abatement of license fee for the period of non-operation/display/non-performance of contract. The option for termination shall also be available to the Tenderer(s)/Licensee(s) who shall have to give a notice of **minimum 90 days** to the Railway administration, if he desires to terminate the contract midway. However, in that case, the Tenderer(s)/Licensee(s) should complete minimum **One year** of the contract successfully. Security deposit shall be refunded subject to clearance of all dues. However, Tenderer(s)/Licensee(s) shall not be allowed to terminate the contract before one year (**9 months + 3 months notice period**). In case firm does so their remaining license fee and security deposit shall be forfeited. Railways also reserve the right to debar the licensee for future tenders.
- b) In case of breach of any of the conditions mentioned herein the contract shall be liable to be terminated summarily without assigning any reasons and the decision of the Railways in this regard will be final and binding on the Tenderer(s)/Licensee(s). In that event, the security deposit of the Tenderer(s)/Licensee(s) shall be forfeited. No abatement in license fee will be given to the Tenderer.
- c) The Tenderer(s)/Licensee(s) should continue the contract as per the terms and conditions of the agreement. If the Tenderer(s)/Licensee(s) fails to honour the contract, the Railway Administration will forfeit the Security deposit and confiscate the material and installation. Further Railway Administration can also initiate the legal action to recover the due payments, if any.
- d) On completion / discontinuation / termination of the contract, Tenderer(s)/Licensee(s) shall remove/stop service of **Electric Vehicle (EV) charging Station** within 15 days at his own cost. However, Commercial Activities should be stopped immediately on expiry of the contract. If the Tenderer(s)/Licensee(s) fails to remove/stop service of **Electric Vehicle (EV) charging Station** / stop commercial activities within the stipulated period, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit and security deposit likely to be forfeited and no claim / compensation in this regard will be entertained.
- e) The Tenderer(s)/Licensee(s) shall be liable to be fined for misconduct, breach of any of the conditions mentioned herein at the sole discretion of the Railway Administration.

**22) Arbitration :**

- (a) All disputes, questions or differences arising out of or in any way touching or concerning this agreement shall be referred to the sole arbitration of any person appointed by the General Manager, Western Railway at the time of such appointment. 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.



## Tender No. CA11/EV Charging MMCT

- (b) Only such dispute or difference, in respect of which the demand has been made, together with counterclaims or set off, given by the Railways, shall be referred to arbitration and other matters shall not be included in the reference.
- (c) 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 in the Arbitration Act.
- (d) The Arbitral tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA 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 GM.
- (e) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (f) If the notice for appointment of an arbitrator is not served within three years from the date of termination of this contract, the right to refer any dispute under this clause will cease to exist and will be of no effect.
- (g) 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).
- (h) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief of remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitrator.
- (i) 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 Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- (j) 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 thereafter, unless otherwise extension has been granted by Tribunal.
- (k) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Arbitrator having due regard to the delay in making it.
- (l) While appointing arbitrator(s), 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 contracts 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. 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.
- (m) 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 therefrom. 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.
- (n) 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.
- (o) 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.
- (p) 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 the Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to

## Tender No. CA11/EV Charging MMCT

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.

- (q) Subject to the provisions of the aforesaid Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause.

**23) Miscellaneous:**

- a) Tenderer(s)/Licensee(s) shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/ High Courts or any other judiciary in the country. Instructions issued by Railway Administration for complying with such judgments have to be followed by the Tenderer(s)/Licensee(s). The Tenderer shall be solely responsible for non-compliance of the directions of Hon'ble Court after due information of the same by Railway Administration.
- b) The Tenderer(s)/Licensee(s) shall pay directly all cess / taxes / assessments and any other charges/levies whatever payable or hereafter becomes payable to the Governments, Municipal Corporations and Local Bodies in respect of services provided /installation/ display of advertisements and shall abide by the Rule/Law of land in force. The Railway Administration will not be liable in reimbursing in full or in part of such any tax/cess to be paid by the Tenderer(s)/Licensee(s) to the Municipal authority, Government directly.
- c) The Railway Administration shall not be liable for any loss or damage however caused to the property belonging to the Tenderer(s)/Licensee(s) installed on the Railway premises.
- d) The Tenderer(s)/Licensee(s) shall comply with all the provisions of any statute applicable for the time being in force including any amendments and rules made there under. The successful Tenderer(s)/Licensee(s) shall indemnify the Railway Administration against any loss, damage by way of costs compensation whatsoever, occasioned by any act of commission or omission on part of the successful Tenderer(s)/Licensee(s) or his agents whom so ever.
- e) If a licensee expires after submission of the tender or after the acceptance, of his tender, the Railway Administration may deem such tender or contract as cancelled. If a partner of a firm expires after submission of his / their tenders, the Railway Administration may deem such tender or contract as cancelled unless the firm retains its original character.
- f) The Tenderer(s)/Licensee(s) will be liable to adhere by any orders as given by the court of law regarding any site/structure.

**24) Partnership Deeds, Power of Attorney, etc:**

The Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, the Tenderer should submit **an authorization from partners** authorizing him to sign the tender documents on behalf of partnership firm. The Tenderer shall submit **certified copy of partnership deed**. If these 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 will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

The Tenderer whether sole proprietor, a limited company or a partnership firm / society if they want to act through agent or individual partner(s) should submit along with the tender, **a power of attorney duly stamped** and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

**25) Notice :**

- a) Any notice or communication required to be given or served on any party by the other in respect of this agreement shall be given in writing in English at the address herein first mentioned and shall deem to have been duly served if sent by pre-paid registered mail to the Address specified

## Tender No. CA11/EV Charging MMCT

below or at such other address as may have been notified to the other party or if sent by facsimile process to the other party on the fax number indicated below with respect to each marked for attention of the designated authority mentioned in respect to each.

- b) All notices shall be deemed to have been validly given and served (i) on the business day after the date of transmission with confirmed answer back, if transmitted by facsimile transmission or; (ii) on the expiry of seven days of posting if sent by Registered Post; (iii) on the business day of receipt if sent by courier.
- c) The parties acknowledge that communications may be sent via internet, diskettes and/or any other method. They further understand that such communications are not encrypted and that these transmission methods are not therefore secured means of transmission of information. Each party acknowledges and accepts that such unsecured transmission method involves risk of possible unauthorized alteration and/or unauthorized use of the communication and each agrees to exempt the other from any and all responsibilities of such misuse and communication.

**26) Change in Address :**

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

**27) Clearance from Civil Authorities :**

- a) It will be the responsibility of the Tenderer(s)/Licensee(s) to obtain all necessary permission from Municipal Corporations and other State Government agencies for other areas as required under law in operation from time to time to enable him to provide service/installation/display/sale their material and will pay the fee or any other charges directly to concerned authority at his own. Such charges, if any, are not deductible from amount quoted in this contract agreement. However, the Railway Administration shall provide necessary assistance to the Tenderer(s)/Licensee(s) wherever required.
- b) Tenderer(s)/Licensee(s) will have to get the clearance for **installation of Electric Vehicle (EV) charging Station / sale of products** from the competent authority (if required) and also pay tax etc. if any imposed by the authority acting on behalf of Court or State Govt. or Central Govt. Such charges, if any, are not deductible from amount quoted in this contract agreement.

**28) Lien in respect of Claims in other Contracts:**

Railway Administration reserves the right for deduction of Railways dues from the contractor's security amount on the following grounds:

- a) Any amount imposed as a fine by Railway Administration for irregularities committed by the Tenderer(s)/Licensee(s).
- b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract is liable to be withheld or retained by way of lien by the railway, against any claim of this or any other Department of the Central Govt. in respect of payment of a sum of money arising out of or under any other made by the contractor with this or any other Department of the Central Govt.
- c) However, recovery of claims of Railway in regard to terminated contracts is liable to be made from the final bills, Security Deposits and Performance Guarantees of other contract or contracts executed by the contractor.

The performance Guarantee submitted by the contractor against other contracts if required, is liable to be withheld and encashed. In addition, 10% of each subsequent "on account Bill" shall be withheld, if required for recovery of railways dues against the terminated contract.

**29) Labour Laws :**

- a) Tenderer(s)/Licensee(s) shall at all times indemnify Railway Administration against all claims which may be made under the Workman's Compensation Act 1923 or any statutory modifications thereof, or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by himself or his workman or servant.

## Tender No. CA11/EV Charging MMCT

- b) Tenderer(s)/Licensee(s) hereby undertakes to abide by the provisions of the Payment of Wages Act, 1936 and the Employment of Children Act, 1938 in all his dealing with his workmen or servants here under.
- c) Tenderer(s)/Licensee(s) shall also indemnify the Railway Administration against all claim made by any third party against it arising from violation of any other laws of the land for the time being in force.
- d) The contractor shall comply with all the provisions of contract labour (Regulation abolition) Act 1970 and any subsequent amendment thereof and the rules made there under. Contractor will indemnify the Railway Administration for any loss or damage suffered by it due to violation of its provisions.

**30) Governing Laws**

This agreement shall be subject to provisions of Railway Act 1989, all applicable Central and State Acts, its statutory modifications and the rules and regulations framed there under. The laws of the Republic of India at the time being in force shall be applicable to this contract.

**31) Force Majeure**

It may any time, during the continuance 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, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'event') provided, notice of the happening of any such events is given by either party to the other within 15 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 of delay in performance, shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Western Railway as to whether the performance has 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 seven days, either party may at its option terminate contract by giving notice to the other party.

**32) Copyright Act, 1957**

The Tenderer(s)/Licensee(s) shall ensure all permissions necessary under provisions of Copyright Act, 1957 regarding the content have been obtained. The licensee shall also indemnify the Railway Administration against any damages levied for any copyright infringement.

**33) Indemnity**

- a) Railway Administration shall have no financial or legal or any other liability for issues/ claims raised by any third party regarding the service rendered by Tenderer(s)/Licensee(s).
- b) Tenderer(s)/Licensee(s) shall also keep Western Railway harmless and indemnified at all times against all claim demands, suits, losses, damages, costs, charges and from all expenses whatsoever which railway administration may sustain or incur by reasons or in consequence of any injury, loss to any person or to any property resulting directly or indirectly for any reason whatsoever or in consequence of the exercise by Tenderer(s)/Licensee(s) or its servants of any of the liberties and licenses hereby granted or the non-observance or non-compliance by Tenderer(s)/Licensee(s) or its servant of any clauses referred to herein.
- c) Tenderer(s)/Licensee(s) shall also indemnify Railway administration at all times against all claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by it or its workmen and employees.
- a) Tenderer(s)/Licensee(s) shall also indemnify Railway administration against all claim made by any third party against it arising from violation of any other laws of the land for the time being in force.

## Tender No. CA11/EV Charging MMCT

**34) Appeal**

**Any successful Bidder(s)/ Tenderer(s)/ Licensee(s)** aggrieved by an order of the Competent Authority shall, in writing within fifteen days of receiving such an order, file an Appeal before the First Appellate Authority. The Appeal shall be disposed off by the First Appellate Authority preferably within 15 days. The **successful Bidder(s)/ Tenderer(s)/ Licensee(s)** can file Second Appeal if required thereafter, within 15 days of receipt of Order. The Second Appellate Authority shall decide the Appeal preferably within 30 days. Before filing First Appeal, the Licensee shall remove all services / displays. The Appeal can be entertained, if and only if, the services / displays are stopped / removed and the license fees is paid till the date of Appeal.

**35) Jurisdiction**

All disputes, arbitrations arising thereof for the said contract shall be subject to the courts of Mumbai jurisdiction.

**36) Amendments**

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.

**37) Errors, Omissions & Discrepancies**

The Tenderer(s)/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.

**IN WITNESS WHEREOF the parties hereon have put their hands and signature on the day and the year above written.**

**For and on behalf of the Licensee**

**For and on behalf of the  
President of India**

\_\_\_\_\_

\_\_\_\_\_

Signature of Licensee/Licensees  
Address

Divisional Railway Manager  
(Commercial)  
Mumbai Central Division

Witness to the signature & Address

1. \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**Place:**

**Date:**

Tender No. CA11/EV Charging MMCT

**(Format for Bank Guarantee)**  
**Performance Bank Guarantee Bond for Security Deposit**

To,  
 President of India,  
 Acting Through  
 Senior Divisional Finance Manager  
 Western Railway  
 Divisional Railway Manager's Office,  
 Mumbai Central, Mumbai 400 008.

BG No:-  
 Issued on:-  
 Amount:-  
 Valid Upto :-

1. In consideration of the President of India (Herein-after called "Railway") having agreed to accept from **NAME OF THE PARTY** (hereinafter called "the said Licensee/s"), under the terms and conditions of an agreement / Acceptance letter dtd \_\_\_\_\_ made \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said License Agreement") the performance Guarantee for the due fulfillment by the licensee/s of the terms and conditions in the said agreement on production of Bank Guarantee for Rs \_\_\_\_\_ (Rs \_\_\_\_\_ Only) we, \_\_\_\_\_ ( indicate the name of the bank hereinafter referred to as " the Bank") at the request of \_\_\_\_\_ licensee/s do hereby undertake to pay the Railway an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by or would be caused to or suffered by the Railway by reason of any breach by the said licensee(s) of any of the terms or conditions contained in the said agreement.
2. We, \_\_\_\_\_ ( indicate the name of the Bank ) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Railway stating that the amount claimed is by way of loss or damage caused to or suffered by the Railway by reason of breach by the said Licensee(s) of any of the terms or conditions contained in the said agreement or any other agreement or by reason of the licensee/s failure to perform this agreement or any other agreement with Railway, such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. **0000000** (Rupees **amount in words**).
3. We, undertake to pay to the Railway any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s)/ supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these present being absolute and unequivocal. The payment so made by us under this guarantee bond shall be valid discharge of our liability for payment there under and the Licensee(s)/supplier(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ ( indicate the name of the Bank ) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including maintenance/warranty period, and that it shall continue to be enforceable till all the dues of the Railway under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ ( office/Department ) Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Licensee(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ ( Date of completion + 6 months) we shall be discharged from all liability under this guarantee thereafter.

## Tender No. CA11/EV Charging MMCT

- 5 We \_\_\_\_\_( indicate the name of the Bank ) further agree with the Railway that the Railway shall have the fullest liability without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Licensee(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Railway against the said contract and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations, or extension being granted to the said Licensee(s) or for any forbearance, act or omission on the part of the Railway or indulgence by the Railway to the said Licensee(s) or such any matter or thing whatsoever which under the law relating to sureties would, but this provision, have effect of so relieving us.
- 6 This guarantee will not be discharged due to the change in the constitution of the bank or the Licensee(s) supplier(s).
- 7 We, \_\_\_\_\_( indicate the name of the Bank ) undertake not to revoke this guarantee during its currency except with the previous consent of the Railway in writing.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_  
(indicate the NAME OF THE BANK)

Witnesses (with signature, name & address)

1.

2.

Seal of the bank

Witness 1:-

Signature -----

Name :-

Age:-

Address :-

BG No:-

Issued on:-

Amount:-

Valid Upto :-

Witness 2:-

Signature -----

Name :-

Age:-

Address :-

## Tender No. CA11/EV Charging MMCT

**(Format of Affidavit 2)****FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer) \*\*

I..... (Name and designation)\*\* appointed as the attorney/ authorised signatory of the tenderer (including its constituents), M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....as per the tender No. .... of (..... Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We hereby confirm and declare that my/our firm/company M/s.....is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt./Railway Administration from participating in the tender as on date after award of contract to us during last 3 years due to our non-performance.
2. I/We hereby confirm and declare that my/our firm/company M/s..... has never been terminated / rescinded with any company i.e. Railway Administration/Private/Public Ltd. or Government Company/Govt. deptt./ PSU etc in the last 3 years.
3. I/We hereby confirm and declare that my/our firm/company M/s..... has never been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc.
4. I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been chargesheeted for any criminal act during last five years.

I/We know that to swear a false affidavit is crimes under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at ..... on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer  
(Each member in case of JV)

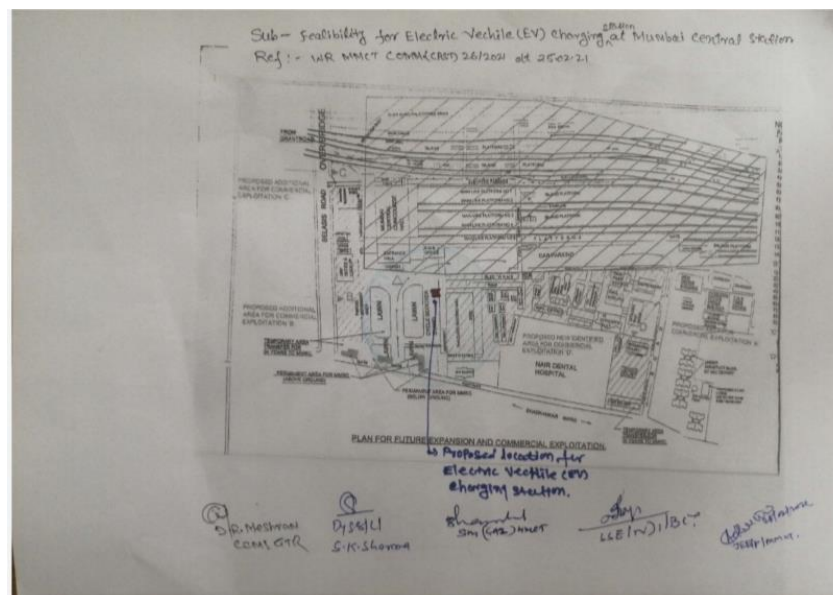
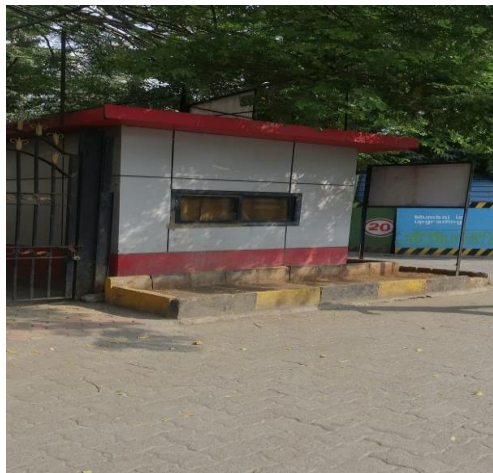
DEPONENT  
(Signature & Seal of Notary)



**ANNEXURE-A**

**Identified location for Electric Vehicle (EV) charging Station  
at Mumbai Central (MMCT) station of Mumbai Division**

**Station:** Mumbai Central (MMCT)  
**Location:** Beside the ADEN office at the North of Skyscraper building entrance.  
**Area :** 10 x 10 = 100 sq.ft. (9.29 sq.mtr)

**Note:**

- No additional space/area will be given for inventory or any other purpose over and above allotted area as mentioned above.