

West Central Railway, Jabalpur Division



**Expression of interest**

Expressions of interest are invited from interested parties for “**Supply, Operation and maintenance of 04 Nos Battery operated carts/ Golf cart (BOC)**” along with BOC operators for a period of 05 years for Jabalpur station. At present 70 passenger per day are using existing BOC.

Bidder has to quote notified charge within the price band of Rs 60/- to 30/- per passenger.

Firm has to provide round the clock service of these BOC to needy passengers and will collect notified charges from them. No investment shall be made by railway. Parking space and battery charging point will be provided by railway free of cost. Electricity charges will be borne by the party.

Proposal with supporting document and conditions/offer if any may be submitted latest by **10.08.17 upto 15:00** hrs on the given address. Manufacturing date of BOC shall not be older than one year on the date of Tender opening.

For terms and conditions and other details, interested parties may visit website [www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in) or may contact Shri S. K. Shrivastava, ACM, Jabalpur Division during 10:00 hrs to 17:00hrs.

Offer will be opened on **10.08.17, 15:30 Hrs** on the given address.

Address -

Commercial Department,  
DRM office, Opp. Lady Elgin Hospital,  
Jabalpur (MP)-482001

(Anand Kumar)  
Senior Divisional Commercial Manager  
Jabalpur

### **Other terms & Condition for EOI**

1. Offerer shall be required execute an agreement with the President of India acting through the Divisional Railway Manager (Commercial), Western Central Railway, Divisional Railway Manager's Office, Jabalpur, Central, - 482001, within 30 days from the issue of Letter of Allotment in the format provided by the Railway.
2. Offerer shall be permitted to operate & maintain BOC, The entire cost of installation, maintenance, replacement, re-location of Car & other incidental expenses are to be solely borne by the licensee.
3. The entire cost of installation, maintenance, replacement, re-fitment or labor charges & other incidental expenses shall be borne by the Licensee.
4. No charge will be collected from the Railways and by the railways.
5. The BOC shall be Parked and operate at the location as indicated in proposal under the guidance/supervision of the Station Manager- Commercial and Section Engineer of Electrical Branch.
6. Licensee shall exhibit Name of the Firm/Agency, Correspondence Address, Telephone Helpline Nos., Email address, Fax No. (if any) on each BOC for addressing grievances and queries of customers and also specify LOA No. Date of commencement and expiry of contract and all the BOC be serially numbered ranging from 1 to 4.
7. Licensee shall be solely responsible for any loss, damage, disputes and claims arising due to consumer's action.
8. The duration of the contract shall, unless determined under any provisions hereinafter contained in the behalf, be for five year only from the date of commencement of the contract.
9. The Operation and Parking of BOCs should be done in an aesthetic manner and should not interfere or obstruct view of any existing advertisement display, Railway signage, Railway signals, Railway Indicators & Passenger movement etc.
10. Party will not be allowed to advertise on any area or any BOC.
11. Party should ensure that the all BOC remain functional throughout the time and any repairs, maintenance & replacement if required will be done by the party immediately at its own cost.
12. Party shall indemnify the Railway Administration against any loss, damage by way of claims/compensation/damages whatsoever, being arising through this contact by any act of commission or omission on their part or their agents/staff whom so ever.

13. The Railways shall not be responsible for any damages & liabilities arising out of the claims & injury on account of operation of the BOCs. Moreover taxes, If any, In relation to this activity in any way will have to be borne by the party.
14. Party shall pay directly all cess/taxes/assessments and other charges/levies whatever payable or hereafter becomes payable to the Government, Municipal Corporation and Local Bodies in respect of installation/Operation/maintenance of BOCs to the Central Government and on no account the Railway Administration is liable either for payment of tax/cess or penalty for non-payment of such tax/cess. Tax/cess to be paid by party to the Municipal authority/Government directly.
15. Party shall be bound by all Terms and Conditions will be stipulated in the Letter of Allotment (LOA) & Agreement, subsequent instructions/conditions issued by Railway from time to time.
16. Party shall obtain all necessary permissions, clearance, certifications from Government, Local bodies, Committee, if required for operation of such BOCs.
17. The Licensee shall be permitted to engage his own engineer/ personnel/staff of good conduct to maintain the BOC, installations, Operation etc. with the prior permission of Railway Administration.
18. The Railway Administration reserves the right to terminate the contract at any time during the currency of the contract, without assigning any reason/reasons, and the decision of the Railway Administration in this regard will be final and binding on the Licensee. In that event the Security Deposit of the Licensee will be refunded.
19. If party desired to terminate their services, he has to serve 03 months advanced notice to the railway administration.
20. In case of breach of any terms and conditions mentioned in LOA/Agreement letter, non-performance or unsatisfactory performance, defaming images of railways or not following any other instructions, the Railway Administration reserves the right to terminate the contract. In such case the security Deposit of the Licensee will be forfeited.
21. In case of receipt of any public complaints /grievances, the service liable to be discontinued immediately on notice from this office/Administration, until further orders and the same shall be restored only after the redressal of the grievance/complaint.

22. The Railway Administration shall not be responsible for any loss or damage caused to the licensee due to total or partial discontinuation of service by any reason.
23. In case of any dispute arising out of this contract between licensee and passenger the Railway will not be responsible. All the cost and expenses for such dispute will be borne by licensee.
24. The Licensee is bound to rectify the discrepancies noticed and brought out by the Administration, immediately within 30 days or else, suitable penalty will be imposed by the Competent Authority.
25. The Licensee shall pay directly all Cess/assessments and any other charges/levies whatever payable or hereafter becomes payable to the Governments. Municipal Corporation and Local Bodies in respect of operation & maintenance and shall abide by the Rule/Law of land in force and on no account the Railway Administration is liable either for payment of tax/cess or penalty for non-payment of such tax/cess.
26. Party shall be bound by all Terms and Conditions stipulated in the LOA, Agreement, subsequent instructions/conditions issued by Railway from time to time, including relevant policy for BOC, General Contract Conditions and special terms and conditions of the contract, any orders given by the 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. The Licensee shall also be subject to provisions of Railway Act 1989, all application Local Bodies, 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.
27. If the Licensee fails to honor the contract, the Railway Administration will forfeit the Security Deposit. Further Railway Administration has the liberty to initiate the legal action to recover the due payments, if any.
28. On completion/discontinuation/termination of the contract, Party shall remove all the installation from the Railway premises within 15 days at your own cost. If party fail to remove them within the stipulated period, the Railway administration shall be at liberty to dispose off 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.
29. The Licensee shall indemnify the Railway Administration against any type of claims/compensation/complaints/loss/damages by way of costs. Whatsoever,

occasioned by any act of commission on part of the Licensee or his agents whom so ever.

30. **Errors, Omissions & Discrepancies :**

The Licensee 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.

31. **Supportive Documents-**

- a. The documents shall be as under.
- b. I-tax return of last financial year.
- c. PAN of the firm or individuals.
- d. GST registration certificate.
- e. Labor contract, EPFO/ESIC registration, if any.
- f. Experience in this line, if any.

32. **Arbitration :**

- a. In the event of any dispute of differences between the parties as to the construction or interpretation of any of the terms and conditions of agreement or to the application and as to the rights, duties and obligations of either of the parties hereto, the same shall together with counter claim or setoff be referred to the sole arbitration of the General Manager of WCR or any Railway Officer appointed by him. The decision of the General Manager or the Officer so appointed shall be final and binding on the parties hereto and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, and the rules made there under and any statutory modification/enactment thereof.
- b. While appointing the Sole Arbitrator/Tribunal above, due care shall be taken that he is not the one, who had an opportunity to deal with the matter to which the contract relates or who in the course of his duties as Railway servant expressed his views on all or any of the matter under dispute or difference. The proceedings of the Arbitration or the award made by the Arbitrator will however not be invalid merely for this reason.
- c. If the Arbitrator refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his office or is unable or unwilling to perform his functions as arbitration 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 a new arbitrator in his place in the same manner in which the earlier arbitrator

had been appointed. Such arbitrator may at his discretion, proceed with the reference from the stage at which the previous arbitrator left it.

- d.** The Sole Arbitrator/Tribunal so appointed shall give a reasoned award on all disputed matters referred for arbitration, indicating item wise breakup of sums awarded therein.

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