CENTRAL RAILWAY

NOTIFICATION

Notice No.BB.CC.373.PO.JTBS.25

Dt: 22.07.2025

The Sr. Divisional Commercial Manager, Central Railway, Mumbai Division on behalf of the President of India invites applications from individual interested parties fulfilling conditions as prescribed for following work.

Sr. No.	Barren - I a .	Brief Details											
1	Name of work	Appointment of JTBS for sale of Railway Unreserved Tickets on commission basis over Mumbai Division											
2	Period	03 years											
3	Office address (place of sale submission and opening of forms)	The Senior Divisional Commercial Manager, First Floor, PRS Building (Reservation Office), Mumbai CSMT, Central Railway											
4	Cost of application form	Rs. 500/- (Five hundred rupees Only) non refundable											
5	Website Address "www.cr.indianrailways.gov.in". If the application forms are downloaded from a web site, the payment towards the cost of Application Forms must be made in the form of "Money receipt" paid at the booking office, of the concerned station												
6	Railway Administration reserved reason.	s the right of rejecting or terminating any or all applications without assigning any											
7		sit office of the Office of The Senior Divisional Commercial Manager, First Floor, e), Mumbai CSMT, Central Railway											

Sr. Divisional Commercial Manager Mumbai

वरि. मंडल वाणिज्य प्रबंधक मध्य रेल, मुंबई सी.एस.एम.टी. Sr. Divl. Commercial Manager Central Railway, Mumbai C.S.M.T.

Name & Signature of applicant

Invitation of Applications for Appointment of Jansadharan Ticket Booking Sevaks at Mumbai Division of Central Railway.

Senior Divisional Commercial Manager, Central Railway, Mumbai CST, On Behalf of the President of India invites application for the selection and appointment of 500 nos. Jansadharan Ticket Booking Sevaks (JTBS) at various stations over Mumbai Division (Annexure A) to issue computerized unreserved tickets only through UTS (Unreserved Ticketing System).

I) Eligibility:

- 1. The Reservation criteria will be applicable as per extant rule.
- Applicants should not be less than 18 years of age as on the date of application and should be 10th or
 equivalent passed. However, educational qualification can be relaxed by Divisional Commercial
 Manager, Mumbai/Senior Divisional Commercial Manager, Mumbai if there is no applicant otherwise
 available for any particular category.
- 3. The applicant should be of good moral character and produce a character certificate from District Magistrate/Addl. District Magistrate/Sub-District Magistrate/Block Development Officer or Tehsildar about the same. However, before appointment as JTBS, the applicant will also have to produce a certificate from the police station serving his/her locality certifying that no criminal case is pending against him/her. (for last 6 months)
- 4. Applicants should be residing in the municipal limits of the city/district in which JTBS is being appointed.
- 5. Application fees: The applications are available on payment of Rs. 500/- (Rs. Five hundred only) towards the cost of the application which is non-refundable, the applications are available in the office of the Sr. Divisional Commercial Manager, Central Railway, Mumbai. Applications are also available on website www.cr.indianrailways.gov.in applications downloaded from the website should be accompanied with the cost of application in the form of Money receipt, paid at the booking office of the concerned station.

6. Security Deposit:-

- On selection of the JTBS one time deposit of Rs. 25000/- in form of banker cheque/demand draft shall be deposited by the JTBS applicant against any dues that may arise during the period of contract. On completion/termination of contract, pending dues will be adjusted from the Security deposit and balance refunded to JTBS.
- Forfeiture of Security Deposit In case of JTBS operator expresses inability to operate JTBS, after appointment as JTBS operator by Divisional Railway Security Deposit Submitted by the JTBS operator will be forfeited.

Other Conditions:

The applicant should have at least one room of sufficient size and all the required furniture with a counter for issue of tickets along with space for queuing area for the public. The room should also have electric power point connections. The premises proposed to be used for issuing tickets through "Unreserved Ticketing System (UTS) "should be easily accessible to the general public.

II) List of documents to be submitted:

- a. Proof of Educational Qualification.
- b. Proof of Age (Birth Certificate, Passport, Aadhar card, School Leaving Certificate etc.).
- Address proof (Ration Card, Election Card, Passport, domicile certificate issued by District Magistrate/Collector/Additional District Magistrate, etc.)
- d. The ownership / Lease documents of concerned premises.
- e. Sketch of premises and approach to it with landmarks
- f. Valid Caste certificate in case of reserved categories where applied for a particular caste.
- g. Character certificate issued by District Magistrate/ Addl.District Magistrate/Sub-District Magistrate/ /Block Development Officer or Tehsildar.
- h. Application fee Rs.500/- non-refundable.

III) PROCEDURE FOR KEEPING A RECORD OF TICKETS ISSUED BY JTBS:-

- 1. The JTBS will be given one UTS terminal for which all the costs initial as well as recurring including equipment & channels would have to be borne by JTBS.
- Selected applicants shall bear all the expenditure to be incurred on the Terminal equipment such as C.P.U., Keyboard, and Printer etc. as per Railway's standards and cost of network panel. Cost of these equipment will be approximately Rs. 80,000/- (Rupees Eighty Thousand Only) On completion/termination of contract pending dues will be adjusted from the security deposit & balance refunded to JTBS.

The list of essential equipments for Jansadharan Ticket Booking Sevak is as under

Sr. No.	Name of Equipment	Quantity
1	Dial up modem along with accessories	02
2	Dumb terminal	01
3	Ticket printer	01.
4	Report printer	01

- 3. On allotment the JTBS shall deposit with the Railways the pro rata cost of Terminal server, main server and installation / commissioning charges of the equipment at his premises. The approximate cost of equipment will be approximately Rs. 20,000/- per JTBS (As per HQ letter No. C/RC/CBA/JTBS/II dated 19.04.2013). This amount will be deposited in the form of Money Receipt which is non-refundable.
- The JTBS will procure UTS terminals and equipment for which all the initial cost and other recurring expenditure on U.T.S. terminal and other equipments are to be borne by the Jansadharan Ticket Booking Sevak.
- On completion, termination of contract, pending dues will be adjusted from the security deposit and balance refunded to JTBS.
- 6. Not more than one application shall be entertained from each applicant.
- As in the case of normal functioning of UTS counters, Jansadharan Ticket Booking Sevak should also be functioning round the clock.
- 8. Jansadharan Ticket Booking Sevak is permitted to collect Rs. 2/- per passenger as commission from the passengers.
- Jansadharan Ticket Booking Sevak are allowed to renew season tickets. JTBS will realize service charges be @ Rs. 5/- per season ticket.
- Jansadharan Ticket Booking Sevak can issue unreserved concessional tickets to Sr. Citizens and can also issue Platform Tickets.
- 11. Jansadharan Ticket Booking Sevak can operate one additional counter provided the sale of tickets is more than 800 per day on each counter for at least a period of (As per CC No. 12 of 2014) one month.
- 12. Jansadharan Ticket Booking Sevak will not sublet/assign or transfer the rights or obligations arising out of the contract.
 - In case of death of licensee, "The JTBS will indicate two (02) nominees/legal heirs in whose name the license should be transferred in case of death of the JTBS. In case the nominee 1 passes away before the JTBS or is unwilling to continue as JTBS after the demise of the original allottee, nominee 2 shall be asked to continue as JTBS. However, necessary provisions must be made in the agreement by the contract executing division. Further, the selected JTBS shall nominate the legal heir at the time of entering into the agreement. In case the nominee pre-deceases the JTBS then a replacement can be made. If the JTBS dies without a nominee the contract shall stand terminated."
- 13. Jansadharan Ticket Booking Sevak is permitted to shift from the original location to a new location at his/her own cost with a view to increase sale of tickets. However, such change of location shall be permitted for maximum 3 times within the contract period of 3 years on payment of Rs. 10,000/towards Inspection/Clerical charges.
- 14. Jansadharan Ticket Booking Sevak will be responsible for the safe custody of the ticket rolls. In case of any loss on this account necessary debits will be raised against him/her as per extent instructions.

- 15. Jansadharan Ticket Booking Sevak will be permitted to issue only cash tickets (including advance tickets). Jansadharan Ticket Booking Sevak shall not be permitted to issue any Blank Paper ticket, Concessional Ticket or Money receipt. Refunds of tickets will not be permitted at the JTBS.
- 16. Jansadharan Ticket Booking Sevak will submit a daily statement to the SM/Manager or Chief Booking Supervisor of the serving station indicating the details of tickets sold along with the value. The summary of all the transactions done by J.T.B.S shall have to be submitted by the J.T.B.S to the serving station on daily, periodically and monthly basis.
- 17. Provision of a utility for online register to be made by CRIS for issue of ticket by stations to JTBS and capturing of all transactional data. Further, Ticket issued Register to be maintained by the contractor and the station/division.
- 18. Jansadharan Ticket Booking Sevak will not issue tickets from station premises.
- 19. JTBS shall be allowed to deposit the maximum amount equivalent to 15 days daily average transactions of the JTBS during the previous financial year subject to the condition that the said amount does not fall below the prescribed lower limit of Rs 10,000/- (As per CC No. 36 of 2019). In case of newly appointed JTBS this limit can be decided by Zonal Railways concerned with the approval of their Associate Finance.
- 20. Jansadharan Ticket Booking Sevak is not authorized to make any refunds. Refund of tickets issued by JTBS will be done by the serving station or any station in that cluster as per refund rules in force.

IV) PERIOD OF CONTRACT:

The JTBS shall have to sign an agreement with the Railway. The initial period of contract will be 3 years which can be renewed after every 3 year based on the satisfactory performance

V) TERMINATION OF CONTRACT:-

Each side can terminate the contract without assigning reasons by giving one month's notice. The Jan Sadharan Ticket Booking Sevak can seek termination of his allotment by giving a written notice of one month. Railway administration reserves the right to terminate the allotment or even by giving a notice of one month in advance without assigning any reason thereof.

VI) OTHER TERMS AND CONDITIONS:

 Jansadharan Ticket Booking Sevak shall be responsible to ensure compliance of all the instructions issued by the Railway administration from time to time. In case of unsatisfactory performance or failure on the part of the JTBS to fulfill all or any of the terms and conditions, Railway Administration reserves the right to impose a prescribed penalty on JTBS including termination of contract. 2. Senior Divisional Commercial Manager/Divisional Commercial Manager or any authorized Railway servant shall have right to enter into the premises of Jansadharan Ticket Booking Sevak and to inspect records and Jansadharan Ticket Booking Sevak shall be liable to cooperate in such inspections. However, an inspection utility may be created by CRIS as per requirement of division so as to have a record of frequency of checks on JTBS and irregularities detected. This can also be used to draw MIS for assessing the pattern of sale of tickets so as to avert any fraud.

VII) Selection of Jansadharan Ticket Booking Sevak:

- Selection committee for the selection of Jansadharan Ticket Booking Sevak shall comprise a Committee of three Assistant Officers of the division from Commercial, Finance and the Operating department as nominated by the Competent Authority.
- 2. The Railway Administration's decision to authorize anyone of the applicant as Jansadharan Ticket Booking Sevak to issue tickets through 'Unreserved Ticketing system' shall be final and Railway Administration reserves the right to cancel any or all the applications without assigning any reason. No correspondence shall be entertained in this regard from any or the unsuccessful applicants.
- 3. Appointment of Jansadharan Ticket Booking Sevak will not confer any right on the person for employment on Railways. The appointment is purely contractual in nature and no facilities viz. absorption in Railway service, regularization of service, bonus, railway pass facilities etc. shall accrue to the Jansadharan Ticket Booking Sevak.
- 4. The applications after completion of required formalities will be processed for scrutiny and on fulfillment of all the conditions, the allotment will be on First Come First Serve Basis. The Reservation criteria will be applicable as per extant rule. Applications with incomplete information and without required documents mentioned in para (II) will not be accepted/entertained.
- 5. The decision of the Railway Administration shall be final and binding on all the applicants. No correspondence shall be entertained in this regard.
- 6. Applications for the JTBS will not be accepted or considered for evaluation if submitted for a station where there is no vacancy or where the vacancy limit has already been filled, as per Annexure A.

Sr. Divisional Commercial Manager, Mumbai

वरि. मंडल वाणिज्य प्रबंधक मध्य रेल, मुंबई सी.एस.एम.टी. Sr. Divl. Commercial Manager Central Railway, Mumbai C.S.M.T.

yand n.7.15

APPLICATION FOR JANSADHARAN TICKET BOOKING SEWAK AT ______ STATION OVER MUMBAI DIVISION.

Affix passport size photograph and sign.

01	Name of the Applicant (in block letters)										
02	Gender (Male / Female)										
03	Date of Birth (with proof)										
04	Educational Qualification (With attested copy of the Certificates)										
05	Whether belongs to SC/ST/OBC/Minority/PH/Mentally Challenged										
06	Residential Address (Proof of residence to be enclosed)										
07	Mobile No.										
08	Business Address (JTBS premises proof to be enclosed)										
09	Name of the Serving Station										
10	Distance of JTBS premises from main entrance of Serving Station										
11	Whether the JTBS premises is owned or on hire / Lease (Supporting documents to be attached)										
12	Dimension of premises										
13	Whether the premises is easily accessible to the Public (Sketch of location with landmark to be enclosed)										
14	Character certificate issued by DM / ADM / Tehsildar/Sub District/Magistrate/Block Development Officer or Tehsildar.										
15	PAN Card No.										
16	Experience in similar type of business (Relevant documents to be attached)										
17	Application fees details										
18	No. of enclosures										
liable		ation given above in any respect, the application / license shall be as and conditions of Jan Sadharan Ticket Booking Sewak Scheme									
	In case I am unable to operate JTBS after appointment, the Security Deposit submitted can be forfeited by the Railway Administration.										
PI. No	te: (Attested copies of relevant documents to be attache	d)									
		Signature of Applicant									

Place : _____

STANDARD AGREEMENT TO BE SIGNED BETWEEN RAILWAYS AND JAN SADHARAN TICKET BOOKING SEWAK (JTBS)

This agreement is made this _	day of	between the President, Union of India acting through the
Sr. Divisional Commercial	Manager, Cent	tral Railway, CST Mumbai, which expression shall include
successors and assignees (her	einafter called th	ne Railway Administration) if the one part.
		AND

(Name of JTBS) (JTBS-Window No.) having registered office at (Business address of JTBS), (hereinafter called the JTBS) shall include successors and assignees of the other part.

INTRODUCTION

Whereas the Railway Administration has appointed a JTBS at (Station Name) Railway station for the purpose of issuing all UTS tickets except concessional tickets and whereas the JTBS has agreed to serve the Railway Administration in the capacity of the JTBS For the above purpose and to engage honestly and faithfully to perform all duties incidental to the office of such JTBS on the terms and conditions herein after appearing in this agreement.

- a) The JTBS shall deemed to be the agent of the Railway Administration and shall be subject to all the legal liabilities of agents as are laid down or defined in the law relating to agents in India for booking, of passengers.
- b) As in the case of normal functioning of UTS, JTBS should also be working round the clock.
- c) Should the JTBS fail and / or neglect at any time to arrange For uninterrupted service in the sale of tickets as per working hours prescribed by the Railway Administration: the later shall have the right to engage its own staff to work at the agency and all expenses incurred in connection with the above and an other expenditure incurred by the Railway shall be recoverable from the JTBS.
- d) The Railway Administration shall give publicity to the services covered by this agreement in such manner as may be decided by them and the publicity that the JTBS desire to undertake in this behalf shall be subject to the approval of the Railway Administration.
- e) Appointment of JTBS will not confer any right on the person for employment Railway. The appointment is purely contractual in nature and no facilities viz. absorption in Railway Service, regularization of service, bonus, railway pass facilities etc. shall accrue to the JTBS.
- f) The contract will be governed as per extant policies and rules of JTBS as received by Railway Administration from time to time.

1.0 BREACH OF THE AGGREMENT AND SERVICE OF NOTICE:

- 1.1 In the event of breach of any of the terms and conditions of this agreement by the contractor, his servants or any person acting for the contractor at any time failing to perform all or any of the services required of him by this agreement within a time deemed reasonable or in a manner satisfactory to the Railway Administration may without prejudice to the Railway Administration may otherwise be entitled to any other right, remedy or relief to which he or she otherwise be entitled under this agreement or any law for the time being; in force, revoke and determine this agreement after the expiry of one month notice in writing to be sent by registered post or delivered to the contractor of their intention of doing so.
- 1.2 The Railway Administration may also terminate the agreement forthwith by writing under the hand DRM(C) of the Railway Administration if the JTBS becomes bankrupt or insolvent or has any execution levied upon him or his goods or property belonging to him. The JTBS shall stand forfeited of all the money belonging or due to him from the Railway Administration.
- 1.3 Except of otherwise provided for in clause in 1.0 either party of this agreement may determine the same upon expiry of one months notice it writing given to the other of its intention of doing so.

- 1.4 Save as otherwise provided in the contract all notice to be given on behalf of the president, Union of India and all other action to be taken on his behalf may be given or taken on his behalf by the Sr. DCM of the Division of Central Railway or any officer mentioned in Para 1.0 of this agreement.
- 1.5 Any notice, letter or other communication, which shall be sent by the Railway Administration by Registered Post addressed to the JTBS at (JTBS address), be deemed to have delivered to the JTBS.
- 1.6 In case the JTBS found involved in any irregularities / fraud, the agreement will be terminated summarily and necessary action will be initiated under relevant acts.

2.0 JTBS TO PAY PENALTY FOR BREACH OF AGREEMENT:

- 2.1 Should the JTBS's performance in respect of booking passenger to be rendered by him under the agreement is considered unsatisfactory by the Railway Administration or there is a failure on the part of the JTBS to fulfill all or any of the terms and condition of the agreement, Sr. DCM or any other authorized officer by Railway Administration shall have the power to impose suitable penalty in each case, in addition to any other liabilities to which the JTBS may be liable Under the provisions of the agreement.
- 2.2 In the event of the JTBS failure to pay penalty so imposed within the time fixed by the Railway Administration / Sr. DCM to deduct the amount of such penalty from the Security Deposit or Advance Deposit of the JTBS. JTBS shall forthwith deposit the sum equal to the amount recovered in accordance with clause 3 of this agreement, if such amount is recovered from the security.

3.0 SECURITY DEPOSIT:

- 3.1 The JTBS shall forthwith deposit a sum of Rs. 25,000/- (Twenty Five Thousand Rupees Only) in the form of banker cheque/demand draft to the railways for the due fulfillment of each and all the said terms & conditions to be observed by him.
- 3.2 On completion / termination of the contract, pending dues will be adjusted from the security deposit & advance deposit and balance refundable to the JTBS.
- 3.3 The security deposit is liable to be adjusted or realized towards payment of any amount due to the Railway Administration by the licensee including penalties and where this is done, the licensee may, at the discretion of the Government be allowed to commence sales only after the licensee has provided further security deposit equal to entire amount of Security required on giving suitable guarantee for the future. The Government shall not be liable to pay interest on the security deposit.
- 3.4 Tickets would be issued against the amount of advance **Rs.10,000/- (Rupees Ten Thousand)** deposited for the purpose, which should be replenished each time before issue of ticket when the advance deposit touches 10,000/- (Rs. Ten Thousand).
- 3.5 The JTBS will be penalized suitably in case of non-payment of Railway dues within the prescribed period. Any failure on the part may lead to the cancellation of the agreement.
- 3.6 In case of JTBS operator express inability to operate JTBS, after appointment as JTBS operator by DRM(C)/CSMT, the Security Deposit made by the JTBS will be forfeited.
- 3.7 Non-refundable terminal server connectivity charges will be borne by the applicant.

4.0 PROCEDURE FOR KEEPING A RECORD OR TICKETS ISSUED BY JTBS:

- 4.1 JTBS will procure UTS terminals for which all the costs initial as well as recurring including equipments & channels hiring would have to be borne by JTBS.
- 4.2 JTBS will collect Re. 2/- per passenger as commission from the passengers. JTBS operator is allowed to renew season ticket & collect Rs.5/- as commission from the passenger.
- 4.3 JTBS shall be authorized to issue cash tickets only.
- 4.4 JTBS operators may be permitted to operate one additional counter provided the sale of ticket is more than 800 per day on each counter for at least a period of one month
- 4.5 JTBS operators may be allowed shift from the original location to a new location at his own cost with view to increase sale of tickets. However, such change of location shall be permitted for maximum 3 times within the contract period of 3 years on payment of Rs. 10,000/- towards Inspection/Clerical charges.

- 4.6 JTBS will be responsible for the safe custody of the ticket rolls. In case of a loss on this account, necessary debit will be raised against him/her as per extant instructions.
- 4.7 Proper record of ticket rolls issued to the JTBS will be kept by the Commercial Department of the station serving the JTBS.
- 4.8 JTBS will submit the accounts of sale of ticket to serving station on daily basis along with value of tickets sold.
- 4.9 Proper accountability of UTS ticket stationery shall be ensured.
- 4.10 JTBS will be authorized to issue cash ticket only not involving concession except Senior Citizen concession.
- 4.11 JTBS will submit a daily statement to the Station Master / Manager or any other nominate officer indicating the details of tickets sold along with the value. Station Master / Manager or any other nominated officer will maintain proper record of daily sale of ticket by JTBS.
- 4.12 A consolidated statement of ticket rolls supplied to and details of tickets sold by JTBS will be submitted by Station Master / Manager of any other nominated officer to DCM / Sr. DCM every month.
- 4.13 JTBS will not issue tickets from station premises.
- 4.14 JTBS can also issue platform ticket taking care not to misuse this facility.
- 4.15 JTBS is instructed to provide list of operators during currency of contract to CBS of the serving station and divisional office. All the operators appointed by JTBS should have I-Card issued by CBS/CCI of the respective station.

5.0 REFUND:

Refund of tickets issued by JIBS will be done by serving station as per refund rules in force. The genuineness of the tickets issued by JTBS will be checked by the station staff before making refund. JTBS will not be authorized to make any refund.

6.0 INSPECTION AND AUDIT OF THE RESULT AND ACCOUNTS OF THE AGENCY:

The books and account of the JTBS shall, at all, proper times and places be open to the inspection and internal books of the Chief Commercial Manager / Financial Adviser / Chief Accounts Officer / Chief Auditor Divisional Railway Manager or any other officer or official deputed by them in the same manner as customary in the case of books and accounts maintained at the serving Railway Station of the JTBS.

7.0 SUBLETTING:

- 7.1 The contractor will not sublet, assign or in any manner transfer to any other person the whole or any part of the rights or obligations conferred or imposed upon him by this agreement or any of the business connected with the agency hereby constituted.
- 7.2 The Railway administration reserve the right of deduction of the Railway dues from JTBS in case any fine payment made under an order / judgment of any court consumer forum of law enforcing, agency or any person working on their behalf.

8.0 TRANSFER OF JTBS LICENSE:

JTBS shall not sublet / assign or transfer the rights or obligations arising out of the contract. The JTBS will indicate two (02) nominees/legal heirs in whose name the license should be transferred in case of death of the JTBS. In case of nominee I passes away before the JTBS or is unwilling to continue as JTBS. Nominees (Name, Relation with JTBS & Age of nominees). However, necessary provisions must be made in the agreement by the contract executing division. Further, the selected JTBS shall nominate the legal heir at the time of entering into the agreement. In case the nominee pre-deceases the JTBS then a replacement can be made. If the JTBS dies without a nominee the contract shall stand terminated.

9.0 JTBS NOT TO COMPETE WITH THE RAILWAY:

JTBS shall not compete with Railway Administration in any way whatsoever whether directly or indirectly, by establishing any other agency for carrying passenger at station during, the continuance of the agreement.

10.0 SPECIAL CIA STIPULATION TO IS OBSERVED BY THE JTBS IN CARRYING OUT THE BUSINESS OF THE JTBS:

- 10.1 The JTBS shall be responsible for all errors oversight and under charges made by the staff engaged by him at the agency or elsewhere.
- 10.2 The JTBS shall not employ any person previously in the employment of the Railway Administration without the express sanction of the Railway Administration.
- 10.3 The JTBS shall be responsible for all claims under Workman's Compensation Act as well as under the payment of Wages Act. The JTBS shall indemnify the Railway administration with regard to any claim arising out of these Acts.

11.0 DURATION OF THE AGREEMENT:

This agreement shall be deemed to have come in force on and from ------to------- and shall, subject to the provision for earlier termination as herein provided, remain in force for a period of **three years**, which can be extended for further three years on the basis of satisfactory performance.

12.0 ARBITRATION:

- 12.1.(i)In the event of any dispute or difference between the parties hereto as to the respective rights and liabilities of the parties on any matter in question shall demand in writing that the dispute or difference be referred to arbitration.
- (ii)(a) The demand by either party for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the other party, shall be referred to arbitration and other matters shall not be included in the reference.
- (ii)(b) The parties may waive off the applicability of sub-section 12(5) of Arbitration Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute and having arisen between them, in the format given below of these conditions.
- (iii)(a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (iii)(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (iii)(c) The Respondent shall submit its defence statement and counter claim (s), if any, within a period of 60 days of receipt of copy of claims from Sole Arbitrator/Tribunal thereafter, unless otherwise extension has been granted by Sole Arbitrator/Tribunal.
- (iii)(d) Place of Arbitration: The place of arbitration would be within the geographical limits of the Mumbai Division of the Railway where the cause of action arose or any other place with the written consent of both the parties.
- (iv) 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 Tribunal having due regard to the delay in making it.
- 12.2 Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Railway Administration, continue during the arbitration proceedings and no payment due or payable by the either parties shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decided whether or not such work should continue during arbitration proceedings.
- 12.3 Appointment of Arbitrator:
- (i) Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:

(i)(a) In cases where the total value of all claims in question added together does not exceed Rs.1,00,00,000/- (Rs. One Crore Only), 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 arbitration is received by the General Manager.

(i)(b) In cases not covered by the Clause-3(i)(a), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Licensee will be asked to suggest to the General Manager at least 2 names out of the panel for appointment as Licensee's nominee within 30 days from the date dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Licensee's nominee and will also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel duly indicating the Presiding Arbitrator' from amongst the 3 arbitrators so appointed. The General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department.

An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

(ii) Appointment of Arbitrator where applicability of section 5 of A&C Act has not been waived off. The Arbitral Tribunal shall consist of a panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Licensee within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

The Licensee will be asked to suggest to the General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Licensee's nominee and will also simultaneously appoint the balance a number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator" from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral within 30 days from the receipt of the names of Licensee's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

(iii)(a) 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 reconstituted Tribunal may, its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

(iii)(c)Qualification of Arbitrator (s)-

- (A) Servicing Gazette Railway Officers of not below JA Grade level, Retired Railway Officers not below SA Grade level, and three years after his date of retirement. Age of arbitrator at the time of appointment shall be below 70 years.
- (B) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (C) while appointment arbitrator(s) under Sub-Clause 3(i) (b) & 3 (ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway Servant(s) expressed views on all or any of the matters under dispute or differences. 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.
- (iv)(a) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- (iv)(b) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of specific point of award to Tribunal within 60 days of receipt of the award.
- (iv)(c) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claim presented in the arbitral proceedings but omitted from the arbitral award.
- 12.4 In case of the Tribunal, comprising of three Members, any rulling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 12.5 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.
- 12.6 The cost of arbitration shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be none equally by both the parties, provided parties sign an agreement in the format given at Annexure-I to these condition after/while referring these disputes to arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is /are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on t matter. Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board Arbitrator tribunal shall be entitled to 50% extra free if Awarded is decided which six months from time to time.
- 12.7 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under the any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

Agreement towards Waiver under	section 12(5) and section	31-A(5) of Arbitration and
Conciliation (Amendment) Act.		
I/We	(Name of Agency/C	Contractor) with reference to
Agreement/File No	dated	may raise disputes as to the respective
rights and liabilities, withholding	of certificate and demand	arbitration in respect of claims in future.
•	•	the operation of this contract, or the respective arbitration in respect of any claims in future.
I/We are agree to waive off applic Conciliation (Amendment) Act, 20	•	nd section 31-A(2) to 31-A(4) of Arbitration and
		Signature of Licensee
12.8 In case of any dispute, an	• • •	e or other filing shall be subject to exclusive

- jurisdiction of the Court at Mumbai City of India.
- 12.9 The Railway Administration reserves the rights to develop, create and award any media without infringing the provided area/media of the Licensee.
- 12.10 Goods and Service Tax: The Contactor should pay the Goods & Service Tax or any other taxes at the applicable rates on the License fee to the Railway Administration with retrospective effect.
- 12.11 Licensee shall have to pay all cess / taxes / assessments and any other charges whatever payable or hereafter becomes payable to the Government, Municipality, in respect of display of advertisements and shall abide by the rules/law of land in force.
- 12.12 The Licensee shall not assign, transfer, mortgage and sublet the privilege conferred under this agreement.
- 12.13 Railway Administration shall not be liable for any loss or damage, however, caused to the employee / labour of the Licensee during the course of execution of work with Railway premises.
- 12.14 The Agency/Agent shall comply with all the provisions of Labour Laws and rules made their under and will also comply with the provision of the Railways Act, 1989 and the rules made under and any other laws and rules of Central Government, State Government, Local Authorities as may be applicable to this work.
- 12.15 The General Conditions of Contract for Service Contracts of Indian Railways shall also be applicable along with above terms and conditions. The same are available and can be obtained from official website of Indian Railways.

13.0 **SPECIAL NOTE:**

The allotment is made under the JTBS Scheme framed by Ministry of Railways, Railway Board and communicated vide Commercial Circular No.12 of 2014 dated 24/03/2014 and Circular No.42 of 2018 he he an

dated 13/08/2018 and in event of any conflict with a JTBS Scheme shall prevail. Any changes/amendmen currency of contract. Such changes can be seen from Railway, viz. www.indianrailways.gov.in .	ats in the JTBS policy shall be applicable during t
Signed for and behalf of the President of the India by DCM of Mumbai Division, Central Railway	Signed of JTBS
Thisday of	Thisday of
Witness:	Witness:
1. (Name & Address With phone no.)	1. (Name & Address With phone no.)
2. (Name & Address With phone no.)	2. (Name & Address With phone no.)

Annexure A

		GEN (50.50%) OBC (20.00 %)								°C (1	2 000	/- \	I		ATRI /C	FO 0/			Ι				
		5	14 (50.3	1 7070	W/W	BC (20	0.00 %	0)	W/W	C (1	2.00 %	0)	W/W	<u></u>	ITIA (2	9.50 %	Consi			/ST	——		
Sr. No.	STN	GEN	PH/MC (10%)	(Gen 50.50 %)SUB TOTAL	W/W W/FF WRE (10%	PH/M C (10%	Other OBC 80%	(OBC 20 %) SUB TOTAL	W/W W/FF WRE (10%	PH/ MC (10 %)	Othe r SC 80%	(SC 12 %) SUB TOTAL	W/W W/FF WRE (10%	PH/M C (10%	Other Min 80%	(9.50 %) SUB TOTAL	dered for allot ment	Remai ning seats	W/W W/FF WRE (10%)	PH/MC (10%)		(ST 8.00 %) SUB TOTAL	Grand TOTAL Publis hed
1	ABH	3	0	3	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	1	1	7
2	ABY	2	0	2	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	5
3	AIRL	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
4	AMNL	1	0	1	1	0	0	1	0	0	0	0	0	0	0	0		0	0	0	0	0	2
5	APTA	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	1	1	2
6	ASO	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
7	ATG	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0		0	1	0	0	1	2
8	BEPR	2	0	2	0	0	1	1	0	0	0	0	0	0	1	1		1	0	0	0	0	4
9	BIRD	2	0	2	0	0	0	0	0	0	1	1	0	0	1	1		1	0	0	0	0	4
10	BMDR	1	0	1	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	3
11	BND	3	1	4	1	0	0	1	0	0	1	1	0	0	1	1		1	1	0	0	1	8
12	BUD	3	1	4	0	1	0	1	0	0	1	1	0	0	1	1		1	0	1	0	1	8
13	BVS	1	0	1	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	3
14	BY	3	0	3	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	5
15	CHF	2	0	2	0	0	1	1	1	0	0	1	0	0	0	0		0	0	0	0	0	4
16	CHG	1	1	2	0	1	1	2	0	0	0	0	0	0	1	1		1	0	0	0	0	5
17	CLA	7	1	8	0	1	1	2	0	0	1	1	0	0	1	1		1	1	0	1	2	14
18	CMBR	3	1	4	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	7
19	CRD	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
20	CSTM	3	1	4	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	1	1	8
21	CTGN	2	0	2	0	0	1	1	0	0	0	0	0	0	1	1		1	0	0	0	0	4
22	DI	3	0	3	0	0	1	1	0	0	1	1	1	0	0	1		1	0	0	0	0	6
23	DIGH	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
24	DIVA	7	1	8	0	0	2	2	0	0	1	2	0	1	0	0		1	0	0	1	1	14
25 26	DKRD DR	3	1	4	0 1	0	1 1	2	0	0	0	0 1	0	0	1	1	-	1	0	0	0	1	3 9
26	DRGI	2	0	2	0	0	1	1	0	0	0	0	0	0	1	1	 	1	0	0	0	0	4
28	GC	7	1	8	0	1	1	2	0	0	1	1	0	0	1	1	 	1	0	0	2	2	14
29	GNSL	2	1	3	0	0	1	1	0	0	1	1	0	1	0	1	-	1	0	0	1	1	7
30	GTBN	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
31	GV	7	1	8	0	1	1	2	0	0	1	1	0	1	1	2		2	0	0	1	1	14
32	IGP	1	0	1	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	3
33	JITE	1	0	1	1	0	0	1	0	0	0	0	0	0	0	0	<u> </u>	0	0	0	0	0	2
34	JNJ	2	0	2	0	0	1	1	0	1	0	1	0	0	0	0		0	0	0	0	0	4
35	KAD	1	0	1	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	0	0	2
36	KARD	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	1	1	2
37	KARP	2	0	2	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	4
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ST ST ST ST ST ST ST ST	T		GE	N (50.5	50%)	0	BC (20	0.00 %	6)	S	C (1	2.00%	6)	Ī		1IN (9	.50 %	<u>, </u>		Γ				
39 NDV		STN		PH/MC	(Gen 50.50 %)SUB	W/W W/FF WRE (10%	PH/M C (10%	Other OBC	(OBC 20 %) SUB	W/W W/FF WRE (10%	PH/ MC (10	Othe r SC	(SC 12 %) SUB	W/FF WRE (10%	PH/M C (10%	Other Min	(9.50 %) SUB	Consi dered for allot	ning	W/W W/FF WRE	PH/MC	Other ST	(ST 8.00 %) SUB TOTAL	Grand TOTAL Publis hed
39 NDV	3 K	KCE	2	<u> </u>	2	0		1		0		0		Ó	0	0	0			<u> </u>	·	0	0	4
40 KE																<u> </u>					<u> </u>		0	2
Heby 1	_		1			0		1		0	0			0	0	0			0	0	0	1	1	3
43 KHPI 2 0 2 0 0 0 0 0 0 0	L KH	HAG	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
44 KLMC 1 0 1 0 0 0 0 0 0 0	2 KF	(HBV	1	0	1	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	3
45 KPHN 2 0 2 0 0 1 1 0 0 1 1 0 0	3 KI	KHPI	2	0	2	0	0	0	0	0	0	1	1	0	0	0	0		0	0	0	0	0	3
46 KJRD 2 0 2 0 0 1 1 0 0 1 1 0 0	1 KL	KLMC	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	1	1	2
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		GE	N (50.5	50%)	0	S	C (1	2.00%	6)		M	1IN (9	.50 %	<u>)</u>			ST (8.0	00 %)					
Sr. No.	STN	GEN	PH/MC (10%)	(Gen 50.50 %)SUB TOTAL	W/W W/FF WRE (10%	PH/M C (10%	Other OBC 80%	(OBC 20 %) SUB TOTAL	W/W W/FF WRE (10%	PH/ MC (10 %)	Othe r SC 80%	(SC 12 %) SUB TOTAL	W/W W/FF WRE (10%	PH/M C (10%	Other Min 80%	(9.50 %) SUB TOTAL	Consi dered for allot ment	Remai ning seats	W/W W/FF WRE (10%)	PH/MC (10%)	Other ST 80%	(ST 8.00 %) SUB TOTAL	Grand TOTAL Publis hed
75	SEMK	2	0	2	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	4
76	SHAD	2	0	2	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	4
77	SHLU	1	0	1	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	3
78	SIN	3	1	4	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	7
79	SMNE	2	0	2	1	0	0	1	0	0	0	0	0	1	0	1		1	0	0	0	0	4
80	SNCR	2	0	2	0	0	0	0	0	0	1	1	0	0	1	1		1	0	0	0	0	4
81	SNRD	2	0	2	0	1	0	1	1	0	0	1	0	0	1	1		1	0	0	0	0	5
82	SVE	2	0	2	0	0	1	1	0	0	0	0	0	0	1	1		1	0	0	0	0	4
83	SWDV	3	0	3	0	0	1	1	0	0	0	0	0	0	0	0		0	0	0	1	1	5
84	THK	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
85	TKNG	3	0	3	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	6
86	TLA	3	1	4	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	1	1	7
87	TNA	8	1	9	0	0	1	1	0	0	1	1	1	0	1	2		2	0	0	1	1	14
88	TPND	1	0	1	0	0	1	1	0	0	0	0	0	0	0	0		0	0	1	0	1	3
89	TUH	2	0	2	1	0	0	1	1	0	0	1	0	0	0	0		0	0	0	0	0	4
90	ULNR	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
91	URAN	2	0	2	0	0	1	1	0	0	0	0	0	0	0	0		0	0	1	0	1	4
92	VDLR	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
93	VGI	1	0	1	0	0	1	1	0	0	0	0	0	0	0	0		0	1	0	0	1	3
94	VK	2	1	3	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	6
95	VLDI	2	0	2	0	0	1	1	0	0	1	1	0	0	0	0		0	0	0	0	0	4
96	VSD	2	0	2	1	0	0	1	0	0	0	0	0	0	1	1		1	0	0	0	0	4
97	VSH	4	1	5	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	8
98	VVH	2	0	2	0	0	1	1	0	0	1	1	0	0	1	1		1	0	0	0	0	5
	G/TO TAL	226	25	251	10	10	80	100	6	6	48	60	5	5	39	49	0	49	4	4	32	40	500