

South Eastern Railway



वाणिज्य विभाग
Commercial Department

आद्रा मंडल

Adra Division

Tender Document

For
**COMMERCIAL PUBLICITY
THROUGH VINYL WRAPPING**

at
TRAINS

of
Adra Division

आद्रा मंडल

**SOUTH EASTERN RAILWAY
TENDER NOTICE**

**ADVERTISEMENT RIGHT ON THE EXTERIOR OF COACHES OF PASSENGER TRAINS OF ADRA DIVISION FOR A PERIOD
OF THREE YEARS**

Tender notice No. C/206/Adv/Vinyl/18 dtd 09.05.2018

Name/No of Train	Composition	Reserve Price per Rake for 1st Year	Earnest Money Deposit
58601/58602(KGP-ADRA-KGP Passenger)	a)GS Coach- 08 b)SLR- 02	Rs.14,71,778/-(+applicable GST @18%	Rs.29,436/-

N.B- a) The License Fee for Second Year and Third year shall be same as First year , However, in case the contract period is extended after completion of three years, license fee shall be escalated @10% for the extended period.

b) Separate Tender form for separate train has to be submitted by the tenderer. Two (02) rakes of 58601/58602 passenger will be applied for together.

Cost of Tender documents: Rs.1180/-(including GST @18%) , **Date of Dropping:** From 11.00 hrs to 13.00 hours of 18.06.2018, **Date of Opening:** 18.06.2018 at 16.00 hours at office of the Sr.Divl.Comml.Manager/Adra.

Availability of Tender documents: The tender documents are available from the date of publication to 17.06.2018 (from 10.00 hrs. to 16.00.hrs) from the office of Sr.DCM, S. E. Railway, Adra, on production of money receipt of **Rs.1,180/-(including GST @18%)** issued by Divl.Cashier/S.E.Rly/Adra per set of tender form against the cost of papers. The amount of cost of tender form is not refundable.

System of Tender: 02 (Two) Packet System (Packet-A & Packet-B).

TENDERER SHOULD QUOTE ABOVE THE RESERVE PRICE.

Tender Notice is also available at Website : www.ser.indianrailways.gov.in. Tenderers can also download the tender documents from the above website. Those tenderers who wish to down load the tender form from the Internet shall have to enclose a D.D of **Rs.1,180/- (Non – Refundable)** towards the cost of tender form drawn in favour of **FA & CAO/S.E.Rly/Garden Reach/Kolkata-43**. The D.D in original has to be attached along with the tender documents contained in the packet-A(Technical Bid). However the complete tender documents have to be dropped in tender box kept in the office of **the OC/RPF/ADRA**.

The tender in the prescribed form with necessary document is to be dropped in the tender box kept in the office of OC/RPF /Adra from 11.00 hrs. to 13:00 hrs. on 18.06.2018 and the tender box will be opened at 16.00 hrs. on 18.06.18 or on next working day in the office of Sr. Divl. Comml. Manager/S.E.Rly/Adra. The Railway reserves the right to reject any or all tenders or to cancel the process without assigning any reason.

By Order
**Divisional Railway Manager (Commercial),
S. E. Railway-Adra.
For and on behalf of President of India.**

UNIQUE SCOPE FOR ADVERTISEMENT

For Advertisement Rights for display of Advertisements on the exterior of coaches of Passenger trains over Adra Division.

SPECIMEN COACH

Adra Division, South Eastern Railway, invites on behalf of President of India, open tenders through two packet system (Packet "A" – containing of Technical bid & Packet "B" – containing Financial bid) in sealed covers from Advertising Agents, Agencies, individual advertisers or any other interested parties for Advertisement Rights for booking of advertisements on the exclusive space provided on the exterior of the coaches of Passenger trains (for a period of 3 years) as mentioned in the Tender Notice above.

Salient Features

- 1) Cost of Tender Document of Rs.1180/-(including GST @18%) to be paid through Money Receipt issued by Divisional Cashier, Adra or through Bank Demand Draft drawn in favour of FA & CAO, S. E. Railway, Garden Reach, Kolkata-43. Tender documents may also be downloaded along with details from the website www.ser.indianrailways.gov.in.
- 2) The tender documents are available from the date of publication to 17.06.2018 (from 10.00 hrs. to 16.00.hrs) from the office of Sr.DCM, S. E. Railway, Adra.
- 3) Sealed tenders will be received from 11.00 hrs to 13.00 hrs of 18.06.2018 and opened at 16.00 hrs on the same day i.e. 18.06.2018 or on the next working day in the office of Senior Divisional Commercial Manager, S. E. Railway, Adra. If the opening date of the tender happens to be a holiday, the tender box will be opened on the next working day at the same time i.e at 16:00 hrs.

**Divisional Railway Manager (Commercial),
S. E. Railway-Adra.**

TENDER FORM ISSUED TO

1. M/S. SHRI _____
2. FORM SERIAL NO. _____ MR NO. _____
3. COMMON TENDER FORM FOR TRAIN NO. _____
4. SOUTH EASTERN RAILWAY, ADRA DIVISION
5. COMMERCIAL DEPARTMENT (PUBLICITY & ADVERTISEMENT)
6. TENDER NOTICE NO. **C/206/Adv/Vinyl/18 dtd 09.05.2018.**
7. COST OF THE TENDER FORM- Rs.1180/-(including GST @18%)
8. NAME & PLACE OF THE WORK: Advertisement on the exterior of the coaches of Passenger Trains by Vinyl wrapping.

N. B. : Separate Tender Form to be submitted for separate train.

Earnest Money Deposit:

Earnest Money Deposit (EMD) as mentioned in Tender Notice above should also be submitted along with Tender Document (Packet-A).

Security Deposit :

The successful tenderer shall deposit 10 % of the tender value offered as First year License Fee as the security deposit which will be refunded to them at the end of the satisfactory completion of the contract. This security deposit amount shall, however, not attract any interest thereon.

9- SCOPE OF THE WORK: - SPECIFICATION FOR FLEET GRAPHICS FILMS FOR

ADVERTISING ON THE EXTERIOR OF COACHES

i. SCOPE:

- 1.1 Advertisement to be displayed on the exterior of coaches by painting or pasting of vinyl stickers it entirely according to the specifications of Research Development and Standardization Organization, Lucknow, and also detailed at page 4 to 10. The paint so applied should not affect the existing paint texture of exterior/coaches. The legend (as Coach no, type of coach, class, logo etc.) mentioned on the exterior of the coaches should not be covered up while pasting of vinyl wrappers.
- 1.2 The sequence of operations for exterior painting/pasting of coaches obtained from Coaching Depot/S.E.Railway/Tatanagar or Rourkela Workshop to be followed by the tenderers at the time of rake painting/vinyl wrapping as follows:
- 1.3 Fleet graphics films are being used for advertisements on vehicle bodies. This specification covers the technical requirements of fleet graphics films to be used for advertising on the exterior of Indian Railway passenger coaches without causing any damage to the painted surface. The IR coaches are painted with either alkyd or PU top coat systems. The advertisers should procure and use the films to this specification for application on IR coaches.

SPECIFICATION FOR FLEET GRAPHICS FILMS FOR ADVERTISING ON THE EXTERIOR OF INDIAN RAILWAY COACHES

ii. AREA OF APPLICATION ON COACHES

Area of application on coaches shall be the side panels up to window, barring areas carrying mandatory markings of coach. The IR logo in these coaches shall be applied in the centre of the coach above the windows.

iii. GENERAL REQUIREMENTS

1.1 The advertiser shall submit the following documents along with the tender for their offers to be technically evaluated:

- Authorization certificate in original as proof of being an authorized converter /distributor of the graphic film manufacturer.
- Printed/published technical data/material safety data sheet/brochure to the product (Base film/Inks/Edge Sealers/Over laminates) proposed to be used along with test certificate from a government accredited laboratory for the tests mentioned in this specification.

1.2 The advertiser should submit the following documentation along with sample before starting supply and application to the concerned Rolling Stock Engineer:

- Warranty card from manufacturer of graphic film in original specifying all tests for durability and weathering and environmental exposure for the films used with photograph of applied graphic.
- Work test certificate in original from the manufacturer of the film.
 - Manufacturer of base film and finished product (giving the manufacturing plant details).
 - Film material including production certificate of analysis (COA).
 - Film colour/pigmentation and/or print color.
 - Adhesive designation & group.
 - Sealing material and sealing method.
 - Thickness (adhesive, film, print, sealing) with production tolerances.
 - Gloss degree and weathering behavior.
 - Characteristic values as specified in this specification.
 - Type of product marking.
 - The keeping of the specific values determined in the specification must be proved by presenting the test certificate from a government accredited laboratory.
 - The film removal procedure.
 - An undertaking to follow all safety precautions at the worksite.

iv. OPERATING CONDITIONS FOR GRAPHICS

1.1 Ambient conditions:

The graphics shall perform satisfactorily under the following climatic conditions;

Ambient temperature: - 4 degree C to 50 degree C.

Altitude; sea level to 2500 m.

Max. sun temperature : 70 degree c.

Relative humidity: 40% to 100%.

The original rainfall is fairly heavy. During dry weather, the atmosphere is likely to be dusty. Temperature variations can be quite high in the same journey or short period of time. Coaches operate in coastal areas with continued exposure to salt laden air.

1.2 Maintenance conditions:

The coach exteriors are cleaned with mildly acidic cleaning agents and using brushes with non-metallic bristles or automatic car washing plants.

2 TECHNICAL REQUIREMENT OF GRAPHIC

The graphic film will consist of three layers namely the base film (PVC), adhesive layer and release liner. The completed film should be over laminated and edge sealed.

3.1 BASE FILM REQUIREMENTS

3.2 Base film will be cast PVC film having thickness not more than 50 microns plasticizers and other adhesive materials must not emerge or exude. The films shall not include any materials having harmful effect on painted surfaces, human beings and environment.

3.3 The film shall be white ion color with whiteness index of 100 to 90 as per test method ASTM E 313.

3.4 Thickness : The nominal thickness of the unprinted film including adhesive shall be between 0.08 mm to 0.130 mm. The test procedure for measuring thickness is ASTM D 3652.

4 REQUIREMENTS FOR ADHESIVES

4.1 The adhesive shall stick, without the use of an activator such as solvents or heat On any metallic and non-metallic, polished and clean surfaces, free from any grease or silicone without producing wrinkles, rolling up, tearing or detaching.

4.2 The adhesive should be of gray color acryl ate base. The gray colour adhesive will provide good hiding power so that color of the coach does not affect the printed graphic colors and they appear vibrant.

4.3.The adhesive should have features of controlled adhesive release, which will protect the paint or the coach. After the release liner has been removed, the films having controlled release adhesive shall be able to slide freely on the substrate before its final installation. Film can be positioned and finally applied by squeezing out permanent adhesive using a nylon molded squeeze without using any activator such as solvent or heat.

4.4 The graphics film should have inbuilt air channels in the adhesive layer to ensure release of air bubbles during application which will result in fast application and the same should be clearly marked on the backing liner as controlled release type.

5 REQUIREMENTS FOR RELEASE LINER

5.1 The release liner protects the adhesive against dirt contamination and prevents the film from unintended agglutination.

5.2 The release liner will be paper, coated with polyethylene on both sides to have resistance to moisture and solvent during printing and application.

5.3 In addition, the adhesive power of the release liner shall not be so strong that the adhesive detaches on removal of the release liner.

6 REQUIREMENTS OF PRINTING OF BASE FILMS TO CONVERT INTO GRAPHICS 6.1 Films shall be printed with a digital printing technology with eco-friendly low emission solvent inks.

6.2. The graphic has to be printed with printing resolution of the minimum of 360 dpi by 760 dpi to maximum of 720 dpi to 1440 dpi (Dots/inch).

6.3 The printing inks shall be approved by the manufacturer of the graphic film and should carry a comprehensive warranty for maximum of 2 years against any kind of fading of colors and cracking.

7. REQUIREMENTS OF EDGE SEALING OF PRINTING GRAPHICS

7.1 Edge sealing is required on the edges of the vinyl against the peeling off of the graphics film and preventing damages against vandalism.

7.2 The edge sealing material shall be cleared acrylic/alkyd/PU resin applied on all the overlap joints of the films and the edges is at least 4 mm footprint covering 2 mm. on both the exposed edges.

8.0 REQUIREMENTS OF OVER LAMINATE

8.1 The surface of the graphic film shall be over laminated in an appropriate way order to guarantee the resistant against operating stress and weather resistance to scratches and tear from foreign objects.

8.2 The graphic film should have an over laminate supplied by the same manufacturer of the graphic film. The over laminate should be a PVC film and should be UV stabilized, which is to be tested to ASTM G152 for protection against deterioration and fading.

8.3 Over laminate should be applied on the printed graphics as per recommendation by the manufacturer of the graphics film after the printing has been done on the graphics film.

9.0 CHARACTERISTIC OF THE FINISHED GRAPHICS PRIOR TO APPLICATION

9.1 Thickness. The film thickness shall be not more than 0.150 mm +/- 15% with a sealing and print color. The test procedure for measuring thickness is ASTM D3652.

9.2 Gloss value; The minimum gloss value shall be 70 achieved at 60 degree measured by gloss meter as per ASTM D523. Gloss value retention after two years should be less than 30 at 60 degree measured by gloss meter as per ASTM D523.

9.3 Durability and Weathering resistance: The graphic film shall be durable & resistant to weathering for at least one year in permanent outdoor-exposure. No kind of detachment, cracks bubbles or similar effects shall occur during the applied state. The supplier shall submit proof of test from reputed independent laboratory (Government accredited) accelerated weathering, UV and environmental exposure as per ASTM D152 using xenon arc/QUV panels machines at 0.63 nanometer UV. A lamp with 4 hour condensation and 4 hour UV exposure 10 min of 250 hrs. Post cycle specular gloss value, delta E color change. Usual discoloration has to be reported. The color change should not be more than delta E = 3, measured by approved photo spectro densito meter (The instrument measures color value).

9.4 Adhesive power: The films shall sticks on any metallic and non-metallic surface free from grease and silicon, without producing wrinkle, rolling up, detaching or tearing. The adhesive power shall be between 17N – 25N as per clause 9.1.

9.5 Flammability: The graphic film should fall under min, class b when tested as per UIV-564 -20 R Appendix 12.

9.6 Toxicity: The manufacturer of the graphic film must provide the material safety data sheet to prove that toxicity index less than 1 when tested as per NCD –1409.

9.7 Temperature resistance: The film shall be resistant to temperatures between -10 degree C and +100 degree C without any visible changes such as detachment cracks bubbles formation and color changes. This property is to be tested as per clause 9.3.

9.8 Dimensional stability; The shrinkage of the graphic films at application shall not exceed 0.2%. This is to be tested as per clause 9.4.

9.9 Resistance to Detergents: The graphic films shall be detergents used the IR for exterior cleaning of the coaches. The surface of the sealed film shall not soften and the colour and the adhesive power shall not change. The same applies to surface softening and to all kinds of detachments (waves, bubbles etc). This should be tested as per clauses 9.5.

9.10 Wash and Attrition Resistance: The graphic films shall not suffer any visible colour and gloss changes, detachments, cracks, bubbles etc. during the external coach washing in accordance with IR field practices. Further more the film shall not expand. The graphic films along with over laminate shall not show any visible colour and gloss changes when tested as per ASTM D1044 using cleaning solution as per clause 9.5.

9.11 Making of the product : For identification the accepted finished products shall be cleaning marked with a capital height of more than 50mm with a print on released liner as well as on the visible surface (by printing, stamping or needle performance).

9.12 The marking should consist of the date of manufacture (month and year for example 12/04) of the finished product as well as manufacturer of the base material.

10 APPLICATION OF GRAPHICS

10.1 Application graphic have to done using recommended application tools as mentioned by the manufacturer of the graphic film. The application has show experience /training certificate of doing similar application on any moving vehicle by the manufacturer of the graphic film.

10.2 Application of graphic film has to done in the surface without using any soap solution and water (dry application to make faster application and protect the paint of the coach)

10.3 The application tool should be a nylon molded squeeze with low friction sleeve, which will prevent scratches on the graphics and a nylon rivet brush with wooden handle to apply graphics on the rivets.

11 REMOVAL OF FILMS

11.1 The time taken for removal of previous graphics 7 application of new graphic films should not be more than 3 hours per coach.

11.2 The removal of the applied films should not be tedious. The removal should be done using a hot air blower but the temperature should not exceed 70 degree C. In case any film or adhesive residue is observed, after removal the residue should be possible to remove by use of iso propyl alcohol and lint free cloth.

11.3 The removal in no way should damage the painted surface of the coach. The advertiser shall be liable for damages evident after removal of the film. The advertiser shall be responsible for removal of the film at the time of termination of the contract. The security deposit may accordingly be retained till the time of termination of the contract.

12. 0 TESTING THE GRAPHIC FILM

12.1 Adhesive power: The adhesive power shall be tested as per ASTM D 3330, procedure A for 180⁰ peel strength on a standard test of Stainless Steel, conditioned as per ASTM D 4332 at a peel off velocity of 360 mm/minute.

12.2 Controller release adhesion: This shall be tested visually for presence of air channels on the adhesive side of the base film after the removal of release liner.

12.3 Temperature Resistance: Two test specimens 25mm X 200mm are stuck onto test plates of stainless steel, polished to a completely plane surface and are subsequently stored at standard reference atmosphere. The specimens are subjected to temperature changes for seven cycles-each cycle comprising of 8 hours of 10⁰ c and 16 hours of 90⁰ c.

12.4 Dimensional stability: Four 160mm x 160mm test specimens are stuck onto degreased and etched aluminum plates with a dimension of 150 x150 x 8mm and are stored for 72 hours in standard reference atmosphere. The projecting test specimen is then cut with a sharp knife (razor blade) along the test plate. Afterwards, the test specimens are stored for 48 hrs. at 700 C and are then cooled down for 2 hours in standard reference atmosphere of 23 +/- 10 C and 500 relative humidity. Measurement of the shrinkage at two measuring points in longitudinal and transverse directions should be done.

12.5 Resistance against detergents: The test is to be carried out with two, test solutions.

Duration test : 24 hrs .

'A' solution

40% phosphoric acid

15% emulsifying agent

45% water (distilled)

'B' Solution

10% fatty alcohol polyethylene Glycol ether: 10%

Sodium cumene sulphonate (40% solution) :5%

NTA liquid (40% solution) Trilon A, BASF :

Triethanolamine : 20%

Totally demineralized water : 60%

Emulsifying agent: Oleyl- stearyl alcohol mix (with iodine value 50) with 10 molethylene oxide. Max. application concentration for test solution A and B 1;4 respectively.

13. Packing: Cut films are to be dispatched, bundled up and securely packed in cardboard. Other graphics are to be rolled up on a cardboard roll/tube with the film side on the outside and shall be dispatched under safe transit.

14 Guarantee and replacement: The time period of guarantee should be 1 year for stuck films.

14.1 The supplier shall replace all the graphics rejected on final acceptance due to their non- compliance with the requirements and those product that show deficiencies during the time period of guarantee by products complying with the requirements within a period of six weeks.

14.2 The warranty for the printing inks should be available with the manufacture / printer of the graphic film from the ink supplier.

Coach composition of the trains available for the entire coach body advertisement, leaving the Railway messages, signage etc, advertisement:

Tender case no	Name of the train, Train No,	Coach composition of the trains
1	58601/58602(KGP-ADRA-KGP) Pass	GSLR-2, GS-08

15. OFFER OPEN FOR A PERIOD OF 90 DAYS: offer shall be kept open for a period of 90 days (ninety days) from the date of opening of tender and will extend the same further in case specifically asked upon to do so in writing.

In case of tenderer withdraws before the validity date of his offer or fails to undertake the contract after acceptance of his tender, the full earnest money deposited by him will be forfeited. Earnest money in the form of Guarantee Bonds, Government securities (Stock certificates, Bearer Bonds, Promissory Notes, Cash certificates etc.) will not be accepted.

To
The President of India,
Acting through the Sr. Divl. Comml. Manager,
S. E. Rly./ Adra.

1. I/ We _____ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/ We shall agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the same and in default thereof, I/ We will be liable for forfeiture of my/ our Earnest money deposit. The rates quoted in the Tender hereby bind myself/ ourselves to except the Tender, I/ We also hereby agree to abide by the General and special conditions.

2. A sum of Rs. _____ (Rupees _____) through Demand-Draft, bearing no. _____ dt _____ On _____ for **Train no.....** is forwarded herewith as **Earnest Money deposit**. The full value of earnest money deposit shall stand forfeited without prejudice to any rights or remedies if –

- a) I/ We do not execute the contract documents within fifteen days after receipt of notice issued by the Railway that such documents are ready, or
- b) I/ We withdraw my/ our offer within the validity date.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/ our offer for this work.

Signature of witness (s) with full Address

Date :

1.Witness Signature _____

Address _____

2.Witness Signature _____

Address _____

South Eastern Railway

**Format to be used for the applicant who downloaded
the Tender Form from the website.**

To
The President of India,
Acting through the Sr. Divl. Comml. Manager,
S. E. Rly./ Adra.

Sir,

Ref.: Your Tender Notice No. C/206/Adv/Vinyl/18 dtd 09.05.2018.

1. I have downloaded the Tender Form from website.

2. A sum of Rs.through Demand-Draft, bearing no. _____
dt _____ Of _____ Bank,
_____ branch is hereby submitted towards the cost of
Tender form (non-refundable).

Signature of Tenderer

Name in full :

Complete Address :

16. GENERAL TERMS AND CONDITIONS (TECHNICAL)

1) Any corporate House or Registered Advertising Agency can quote in open tender.

2) Preference will be given to:

The Ad Agency coming up in open tender submits an existence and experience certificate in the field of commercial publicity if any(not mandatory)

3) No commission of any type will be paid to either any Corporate House or Agency.

4) The advertisement rights for particular Passenger Train will be valid for a period of 3 (three) years based on yearly review of performance and required payment of rental charges 15(fifteen) days before the start of each subsequent contractual period. The review of performance shall be conducted by Senior Scale Officers of S. E. Railway (Commercial and Accounts branches of Adra Division).

a) The tenderer or tenderers shall quote his/ their bids both in figures and words.

b) All tenderers must be addressed to Sr. Divl. Comml. Manager, S. E. Railway, Adra Division and submitted in person.

c) Tender containing omissions and alterations or corrections unless duly initialed and attested by the tenderer concerned will summarily be rejected.

d) Tender offer shall be kept open for 90 days from the date of opening of the tender, failing which, the E.M.D. will be forfeited by the tenderer. However, the EMD of unsuccessful tenderers will be refunded within a reasonable time after finalization of Tender but without any interest.

e.) i) For separate train, separate tender form is required and the tenderer has to quote for entire rake of train, failing which the offer will be rejected outright. Bidding for separate tender cases in a single tender form will also entail to cancellation of the bid. The tender is on two packet system consisting of the technical bid and financial bid. The tenderer has to submit both the bids separately on or before the tender opening date. The technical tender will be opened first and after scrutiny, the financial bid of the qualified bidders will be opened. Both the packets are to be kept in a single envelope duly sealed and drop in the box.

ii) The date and time for opening of the financial bid i.e Packet 'B' will be intimated to tenderers whose technical bids are found suitable, so that they or their representative may remain present at the time of opening of financial bids, if they so desire.

f.) The successful tenderer shall execute an agreement with the President of India, acted through the Sr. Divl. Commercial Manager, S. E. Railway, Adra within 15 days from the date of receipt of acceptance letter, failing which, the tender will be cancelled and EMD forfeited. There is no objection if the tenderer engages any agency for the purpose of fabrication and selling advertisement space directly to the user. All advertisers will have to deal directly with the tenderer and Railway Administration will not be responsible for any claim whatsoever in this regard.

g.) Transfer of advertisement rights to any other agency is not permitted.

h.) The discretion for final acceptance of the Tenders shall rest with Sr. Divisional Comml. Manager, S. E. Railway, Adra who reserves the right to accept or reject any tenders without assigning any reasons whatsoever.

17. SPECIFIC CONDITIONS

17.a Documents to be submitted in Packet 'A' for technical offer tenders are required to submit the following documents and technical details as elaborated below:

1. Earnest Money Deposit drawn on any Bank in favour of FA&CAO/ S.E.Railway /Garden Reach/Kolkata-43.
2. Document in support to Address proof.
3. Solvency Certificate
4. Attested copies of the experience if any.
5. Copy of the Trade license.
6. Audited Balance Sheet for last three Financial years.
7. Copy of the Pan Card and tax returns.
8. GSTIN Number
9. Demand Draft amounting to the cost of the tender form (non-refundable) drawn on any bank, in favour of F.A.&C.A.O./S.E. Railway/Garden Reach/Kolkata-43, as the cost of tender documents(in case of the tender documents are down loaded from web site).
10. The entire documents duly signed with seal in each page except the form marked as Packet 'B' to be sealed in an envelope as Packet A and the form marked as Packet B to be sealed as Packet B. Both the envelope should be kept inside an single envelope, duly mentioning the name , address along with Train No. for which tenderer has applied for and dropped in the Tender Box.
11. Packet 'B' only of those tenderers will be opened whose packet 'A' is screened and found successful. Packet 'B' of the un-successful tenders will be deemed to be rejected and will not be opened.
12. Packet 'B' for financial bid will contain the amount of LICENSE FEE Quoted by the tenderer for the first year.

17.b Payment of Tax: Payment of tax levied by any statutory body, Govt. Organization in any form i.e. Sales Tax, Service Tax, Viewer ship Tax etc. shall be borne and payable by the licensee under the intimation to the office of the Sr. Divisional Commercial Manager/S.E.Railway/Adra.

17.c The successful bidder has to pay the GST as applicable as per the extant rule.

18. The Comml. Publicity rights would mean that the successful bidder will only have the right to display advertisements on exterior of the particular Passenger Train.

18.1 While wrapping the coach body, it must be ensured that all the information painted on the coach remains clearly visible and does not get covered by the advertisement material printed/wrapped on the film. The locations meant for fitment of Destination Boards, Coach no. Boards etc. will not be covered by the film so that changing these boards as necessary is not obstructed.

18.2 The Graphic films will consists of layers viz. the base film (PVC), adhesive layer and release liner. The completed film should be over laminated and edge sealed. The details of graphic films and its specification are enclosed herewith.

a) The display of coach no's, logo, indication boards etc. on the exterior of the coaches should not be interfered with. Fleet graphic should not interfere with the paint texture (gloss etc) while taking of the same. The licensee will return the coach in its originals texture after the fleet graphics films has been removed on expiry of contract.

b) The size of the panel outside the coaches is not restricted. However, the licensee will submit a blue print and also an artistic sketch of the design, themes and size of the advertisements which they propose to display. The design themes and size of the advertisement will be decided and approved by the Sr.Divisional Commercial Manager/ S.E.Railway/ Adra and based on the design and other details submitted by the

licensee. In all matter the decision of the Sr.Divisional Commercial Manager/ S.E.Railway/ Adra will be final and binding on the licensee. The installation /display will be done by the licensee only after obtaining such approval.

18.3 Display of commercial advertisement on any of the window pan of coaches /rakes is not permissible under this contract.

18.4 Every effort will be made by the Railway Administration to maintain original integrity of the train rakes. However, in case of accident, any technical break down or preventive maintenance of coaches, fresh coaches so attached to the rakes in replacement of the coaches withdrawn, shall be allowed for display of advertisement on its exterior. In such cases, no extension in the contractual period shall be allowed.

18.5 The no. of coaches per rake presently plying may change in the forth coming period. The railway Administration does not stand guarantee in regard to no. of coaches per rake, type of coaches, composition of coaches and it may change according to availability of the coaches/rakes. Integrity of the rakes /coaches may not be maintained. In case the total no. of coaches in a rake decreases, the license fee will not be reduced & no claim for compensation/reduction/refund in this regard will be entertained.

18.6 The Primary Maintenance of the trains mentioned in the tender document are as follows:-

Train No	Primary Maintenance
58601/58602(KGP-ADRA-KGP) Pass	Adra

The coaching depots will be the nodal point for implementing the contract. Sr.Divl. Mech. Engineer, S. E. Railway, Adra and the SSE/Coaching/Adra(Washing Line) will coordinate as case may be.

18.7 There should be no obscenity in the design and matter of the advertisement material. The licensee shall be fully liable for any contravention in this regard and shall be charged for the same under the law of the land.

18.8 The advertiser shall comply with all the provisions of contract labour (Regulation abolition) act 1970 and any subsequent amendment thereof and the rules made there under. Advertiser will indemnify the Railway Administration of any loss or damage suffered by it due to violation of this provision.

18.9 The advertiser shall obtain approval to the text and design of the advertisement by the Sr. Divl. Comml. Manager, S.E.Railway, Adra, before displaying the same The Railway Administration shall not, however, be responsible for any loss or damage caused to the licensee due to discontinuance of this scheme under the agreement for reason whatsoever.

19.0 The Railway shall not be liable to licensee or any third party whose advertisement is displayed for any type of direct or indirect loss of revenue, business, anticipated savings or profits or any consequential loss in respect of advertised article.

19.1 In case of cancellation, diversion, termination short of destination of any train (s)/rake's no claim for proportional refund of the license fee shall be permissible. Nothing in this agreement shall be taken as creations any right(s) expressly or impliedly in favour of any person other than the license and the Railways.

19.2 The relation between the parties herein shall be of licensor and licensee and no clause herein shall operate to create a relation of partners, joint venture, principal and agent or employee or employer between the parties.

19.3 The entire advertising material etc. shall be installed and maintained throughout the currency of the contract by the tenderer at his own cost in coordination with Sr. Divl. Mech. Engineer, S. E. Railway, Adra and/or SSE/Coaching/Adra(Washing Line). Railway Administration will not be responsible for loss or damage or theft to any of the advertising material.

19.4. Validity of the contract will be for (three) years and commence from the 30th day from the date of executing the agreement in the first year or from the date of completing the Vinyl wrapping job at the Washing line S.E.Railway, Adra as the case may be, which is ever is earlier.

19.4a.The licensee should obtain prior approval from the Railway Administration for all advertisements to be displayed. Advertisements pertaining to liquor, obscenity, competition to Railway transport and any other subject/item considered objectionable under various Acts and Laws of the Government shall not be displayed. The licensee shall be fully liable for any contravention to the various state and statutory laws relating to advertisement/ display of items.

19.6 The licensee will be allowed to utilize only to the area leased out to him for display of publicity under this contract.

19.7 No claim beyond the area leased out to him under this Contract will be entertained.

19.8 Advertisements should not interfere / obstruct the railway signages etc.

19.9 Senior-most Commercial Officer or any Officer authorized by the competent authority of the Division may impose a fine according to the gravity of the fault or any breach of contract on each occasion an amount of Rs.1000/-for non-compliance of the terms and conditions stipulated in this agreement.

19.10. Any failure on the part of the licensee in clearing the dues within the stipulated time will result in cancellation of the contract forthwith and advertising material will be confiscated.

20. The tenderer should indemnify the Railways against loss/ damage to Railway property as well as any claim for loss or injury caused to any member of the public or employee of Railways arising out of any negligence or misconduct on the part of the tenderer because of improper placement of material/ fitting of any advertising material.

21. When any coach is identified for POH then the contractor should remove display from the coach and after POH is completed the contractor shall once again wrap the coach with the vinyl before the coach is put back in service at his own cost. The licensee is not eligible for any kind of compensation or damage during this non display period on account of POH.

22. At the end of the contract the licensee should ensure removal of the displays without damaging the coaches. The contractor will remove vinyl along with traces of all residual adhesive and ensure that the is returned in its original condition & texture immediately after expiry of period of the contract (certainly within 24 hours) .

23. In the event of any failure on the part of the advertiser to remove the fleet graphics films and return the coaches in its original texture, the Security deposit will be forfeited. Further, in case of any damage to the coaches & Railway assets, Railway will levy appropriate penalty.

21. The Railway Administration reserves the right to terminate the agreement without assigning any reason at any time by giving a notice of not less than one month without paying any compensation which will be binding on the tenderer and for which tenderer must not ask for shelter of the Court of Law etc.

22. Any difference of opinion & disputes between the Railway Administration and the tenderer shall be referred to sole arbitrator appointed by the General Manager, South Eastern Railway, Garden Reach, whose decision shall be final and binding on both the parties.

23. Tenders should be in separate sealed cover's (separately for respective trains) clearly addressed to Sr. Divl. Comml. Manager, S. E. Railway, Adra duly super-scribing "Tenders for Comml. Publicity/ vinyl wrapping on the exterior of Passenger trains" and in one single sealed envelope both packet marked as TECHNICAL PACKET "A" and Financial bid Packet "B" shall be kept and dropped in the tender box placed in the office of the OC/RPF/Adra.

24. The tender box will be opened at 16.00 hrs. on 18.06.2018 or 16:00hrs on the next working day.

24. If the tenderer/s deliberately gives wrong information in his/ their tender or creates/ create the circumstances for the acceptance of his/ their tender, the Railway reserves the right to reject such tender at any stage.

25. The earnest money deposited by the successful tenderer/s will be retained and adjusted against the security deposit but forfeited if the tenderer/s fail/s to execute the agreement bond within a reasonable time after the notification of the acceptance of his/ their tender.

26. Non-compliance with any of the conditions set forth in above is liable to result in the tender being regretted.

27. The successful tender shall be required to execute an agreement with the President of India acting through Senior Divisional Commercial Manager of the S. E. Railway, Adra which will detail the modalities of carrying out his business of vinyl wrapping of advertisements outside Passenger trains at the earmarked spaces on its exterior surface.

28. In case of the date of opening of the tender is declared as holiday the tender will be opened on the next working day at the same time.

29. The tenderer should sign every page of the Agreement documents and submit all of those.

30. The submission of tender by a tenderer implies that he has read and will abide by the conditions stated therein accompanying the tender form.

31. Tenderer/s are requested not to offer conditional tender, as the same is liable to be rejected.

32. No separate conditions should be quoted in addition to the tender conditions.

33. For carriage of advertising material, the tenderer will have to make his own arrangement either by Rail or any other transport. The Railway administration will not take any responsibility whatsoever in this regard.

34. The tenderer/s should go through all the conditions and specifications carefully before signing this agreement.

35. All future correspondence regarding this should be addressed to the Sr. Divl. Comml. Manager, S. E. Railway, Adra.

36. The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Sr. DCM/ S.E. Rly./ Adra. The expenses of the Non Judicial stamp Paper for the agreement should be borne by the party. The condition incorporated in the agreement is subject to alterations, modifications considered necessary by the Railway administration even during the currency of the contract. The marginal catchwords and headings are not to be taken as part of the agreement or to affect the construction thereof.

37. The Railway reserves the right to cancel or reject any tender or the entire tender process without assigning any reason.

38. The licensee shall display the firm's name, authority no. and validity period of the contract at the right hand bottom corner of each display

39. Until the execution of separate agreement, above terms and conditions shall be binding upon all the parties.
40. If not provided otherwise in the agreement all notices to be given by the Railway Administration and all other to be received on its behalf may be given or taken by the Sr.DCM/S.E.Railway/Adra or any other officer for the time being entrusted with the functions, duties and powers of the competent authority.
41. Any notice hereunder shall be deemed duly served on the licensee or sent by Registered Post with acknowledgement due to his/her address(s) as in the tender documents.

ARBITRATION:

1. In the event of any question, dispute of difference arising under these conditions or any spl. conditions of the agreement will be executed by successful tenderer (who will be called licensee herein after) (except as to any matter referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator by the GM/ S.E.Railway /Garden Reach, Kolkata. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those the decision of which is specifically provided in the agreement or special conditions) the same shall be who had an opportunity to deal with the matters to which the agreement relates or who in the course of this duty as Railway servant have expressed views on all or any of the matters under disputes or difference. The award of the arbitrator shall be final and binding on the parties to this agreement. The Arbitration and Conciliation Act 1996 and the rules framed there under shall apply.
2. .In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act or any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointed the Arbitrator to appoint another arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
3. It is further a term of the agreement that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not be referred to arbitration at all.
4. The Arbitrator may from time to time with the consent of all parties to agreement extend the time for making the award.
5. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
6. Subject as aforesaid, the Arbitration and Conciliation act,1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under these clauses.
7. The venue of the arbitration shall be the place from which the acceptance letter is issued or such other place as Arbitrator at his discretion may determine.
8. In this clause, the authority to appoint he Arbitrator includes, if there be no such authority, the officer who is for the time being discharging the function of that authority, whether in addition to other functions or otherwise.

**Divisional Railway Manager (Commercial),
S. E. Railway-Adra**

The conditions noted above have been read, understood and accepted by me.

Signature of the Tenderer

TENDER FORM
PACKET 'A': TECHNICAL OFFER
Tender case No. C/206/Adv/Vinyl/18 dtd 09.05.2018.

NAME OF THE TENDERER:
(In block letter)

FULL ADDRESS:

SL.NO. _____ Date _____ MR.NO. _____ Date _____

TO
Divisional Railway Manager (Commercial),
South Eastern Railway,
Commercial Branch
Adra.

Sub: Tender for display of advertisement on the exterior surfaces of the coaches of passenger trains by wrapping the same using vinyl stickers (Graphic Film according to RDSO specification).

Ref: Press notification in _____ dt _____

1. With reference to the Tender Notice **No. C/206/Adv/Vinyl/18 dtd 09.05.2018.**

I/ W e hereby tender for obtaining subject stated license for one rake of tender Case no. _____ on the terms and conditions embodied in the said Tender Document along with the following documents enclosed.

2. As per terms and conditions I/We have enclosed the Earnest Money by demand draft drawn in favour of FA & CAO /S.E.Railway, Kolkata-43 and the particulars are mentioned below:

Banking Instrument No & Date	Name of Bank & Branch	Amount (Rs.)

3. Bank Draft drawn in favour of FA & CAO/S.E. Railway/Kolkata-43 has been enclosed by me/us towards the cost of Application Form and Tender Documents (In case of Application Form is down loaded from website only),(non-refundable).

Banking Instrument No & date	Name of Bank & Branch	Amount (Rs.)

4. I/We have also enclosed herewith the following documents (indicate/ against the items enclosed)

- a. Earnest Money Deposit drawn on any Bank in favour of FA&CAO/ S.E.Railway /Garden Reach/Kolkata-43.
- b. Documents in support of Address Proof
- c. Solvency Certificate
- d. Attested copies of the experience if any.
- e. Copy of the Trade license.
- f. Audited Balance Sheet for last three years.
- g. Copy of the Pan Card and tax returns.
- h. GSTIN Number

The entire documents duly signed with seal in page except the form marked as Packet 'B'

5. I/we have read carefully and understood the terms and condition of license and will strictly follow these conditions and I/We also thereby agree to abide by the conditions of contract and to carry out the work according to the agreement attached.

6. The full value of the Earnest Money will stand forfeited without prejudice to any other rights or remedies if,

a. I/we fail to deposit the quoted amount/license fee for the 1st year through Cash/ DD within 15(fifteen) days from the date of receipt of '**Letter of Acceptance**' of offer.

b. I/We do not execute the contract documents within 15(fifteen) days from the date of receipt of '**Letter of Acceptance**' of offer.

c. Conditional offer has/have given by me/us.

d. I/We fail to deposit the security deposit in the form of Bank Deposit Receipt (FDR) payable in favour of Financial Advisor & Chief Accounts Officer, S.E.Railway, Kolkata-43, of 3-years 6-months validity within 15-days from the date of receipt of the letter in that regard, failing which the Earnest Money Deposit shall be forfeited.

Yours faithfully,

Signature:

Personal Office Seal:

Place:

Date:

Signature of the Tenderer

PACKET'B'
TENDER FORM
(FINANCIAL OFFER)

For the office use only

Tender case No. C/206/Adv/Vinyl/18 dtd 09.05.2018

NAME OF THE TENDERER:

(In block letter)

SL.NO._____ **Date**_____

FULL ADDRESS:

(In block letters)

MR.NO._____ **Date** _____

To

Divisional Railway Manager (Commercial),

South Eastern Railway,

Commercial Branch

Adra

Sub: Tender for display of advertisement on the exterior of the coaches of passenger trains by wrapping the same using vinyl stickers (Graphic Film according to RDSO specification).

Ref: Press notification in _____ dt _____

1. With reference to the Tender Notice No. **Tender case No. C/206/Adv/Vinyl/18 dtd 09.05.2018** . I/ W e hereby tender for obtaining subject stated license for one rake of Train No. _____ on the terms and conditions embodied in the said Tender Document along with the following documents enclosed.

2. I/We shall pay to the Railway Administration an amount of Rs. _____ (Rupees.....) (for the first year of the above contract).

3. The contractual period of the above contract will be for 03(three) years.

NOTE: Rate quoted for any train/rake should be above the reserve price and both in figures and words

4. I/We shall pay the Railway Administration the quoted amount as 1st year's license fee through Cash/ DD drawn on any Bank in favour of FA & CAO, South Eastern Railway, Kolkata-43 within 15-days from the date of issue of letter of acceptance of the offer, failing which the Earnest Money Deposit shall be forfeited.

5. I/We shall pay the Railway Administration the license fee for the successive years will be payable at least 15 days in advance before the expiry of the tenure of the previous year through Cash/ DD drawn on any Bank in favour of FA&CAO, South Eastern Railway, Kolkata-43, failing which the Security Deposit shall be forfeited.

6. I/We shall also pay the Railway Administration the security deposit equal to the amount of 10% of the value of the contract to be derived on the basis of the amount/ license fee for the first year offered by me/us as above for the first year, in the form of Bank Deposit Receipt (FDR) payable in favour of Financial Advisor & Chief Accounts Officer, S.E.Rly Kolkata-43, of 3-years 6-months validity within 15

days from the date of receipt of the letter in that regard, failing which the Earnest Money Deposit shall be forfeited. No interest is payable by the Railway Administration on the Security Deposit.

7. I/We shall execute the contract documents (agreement) within 15 (fifteen) days from the date of receipt of letter of acceptance of offer, failing which the Earnest Money Deposit shall be forfeited.
8. I/We agree to hold this offer open for a period of 90 days (ninety days) from the date of opening of tender and will extend the same further in case specifically asked upon to do so in writing. In default thereof I/We will be liable for forfeiture of my/our Earnest Money.
9. The acceptance of these offers by the Railway Administration either wholly or as to a part only thereof shall constitute a binding contract between you and us.

Yours faithfully,

Signature With Seal:

Place:

Date: