

GOVERNMENT OF INDIA



SOUTH EASTERN RAILWAY

**Office of the Senior Divisional Commercial Manager,
South Eastern Railway, Divisional Railway Manager's Office,
Commercial Department, Adra – 723121**

TENDER DOCUMENT

TENDER NO: C206/ADV/BKSC/STN

Dated 27/08/2018

Name of Work

“Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.”

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**TENDER NOTICE
SOUTH EASTERN RAILWAY
ADRA DIVISION**

TENDER NOTICE No. C206/ADV/BKSC/STN

Dated: 27/08/2018

Senior Divisional Commercial Manager, South Eastern Railway, Adra Division, Adra 723121, on behalf of the President of India, invites Sealed Tenders for award of Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.

Item No.	Location /Clusters	Media	Reserve Price for 1st year (Rs.)	Cost of Tender form inclusive of 18 % GST (Rs.)
1.	BKSC-1	Glow Sign Boards & Pillar Kiosk	Rs.2,31,634/- (+) applicable GST @ 18%	Rs.1,180/-(including GST @18%)
2.	BKSC-5	Glow Sign Boards Ordinary Boards	Rs.84,936/- (+) applicable GST @ 18%	Rs.1,180/-(including GST @18%)
3.	BKSC-6	Ordinary Boards	Rs.1,30,680/- (+) applicable GST @ 18%	Rs.1,180/-(including GST @18%)

**** Earnest Money Deposit is @2% of Reserve Price.

**** Separate Tender Document should be submitted for separate Item No. mentioned above. The Item No. should also be super scribed on the Envelope containing Tender Document (Packet A and Packet B along with documents for credentials).

Eligibility Criteria:-

- Minimum average annual turnover for the last three completed financial years prior to the Technical bid due date should be at least 150 % (one hundred fifty percent) of the Reserve Price as mentioned above.
- The participating agency should have minimum experience of two years in the field of commercial advertising which may even be outside the Railways.

Tender Schedule is as under:

01	Sale of Tender Document	On all working days from date of publication upto 12.00 hrs of 03.10.2018.
02	Last date for issue of Tender form	Upto 12.00 hrs of 03.10.2018(on all working days)
03	Date of submission of Tenders	04.10.2018 from 11.00 hrs to 13.00 hrs
04	Date & time of opening of Tenders	04.10.2018 at 16:00 hrs at SR.DCM Office, ADRA

Note: In case, the date of opening of tenders happens to be a declared holiday, tender will be opened on the next working day. The tender document is also displayed on our website at www.ser.indianrailways.gov.in which may kindly be referred for more details.

**For and on behalf on President of India
Senior Divisional Commercial Manager
SOUTH EASTERN RAILWAY,
Adra Division, 723121**

GENERAL INSTRUCTIONS TO TENDERERS REGARDING TENDER

- a) The tender document is displayed on our website at www.ser.indianrailways.gov.in. Tenderers downloading the tender document from the website should submit demand draft/pay order issued in favour of **FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH , KOLKATA-43** toward the cost of form failing which, the offer will be treated as incomplete and will be summarily rejected.
- b) Tender file is to be downloaded from the Internet and printout to be taken on A4 size paper. All the details required are to be entered by the tenderer in the appropriate columns. It is advisable that the downloaded tender document to be printed through laser or ink jet printer for clarity.
- c) The tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly super scribing the name of the work, tender notice number & date, submission of tender downloaded from the internet etc. and the same should be dropped in the tender box kept in the office specified in the tender document before the date and time stipulated in the tender document.
- d) Tenders shall be submitted in the prescribed form /format only, failing which it will not be considered. In case the tender form and document is downloaded from website, the terms and conditions and original text should not be altered. If found to be altered, then the tender/contract will be liable to be rejected. All the pages of the documents should be signed by the tenderer.
- e) The cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of **FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH , KOLKATA-43** payable at Kolkata along with the tender. This should be enclosed as a separate Demand Draft. Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.
- f) The Earnest Money Deposit required for this work as stipulated in the tender document also to be submitted separately.
- g) Non-transferable tender documents containing detailed description and terms and conditions can be obtained from the Office of the Senior Divisional Commercial Manager, DRM Office building, Adra Division- 723121 on production of Cash Receipt No.....of **Rs.....** /- or Demand Draft /Pay order No..... of **Rs.....** /- in favour of **FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH , KOLKATA-43** payable at Kolkata. Postal orders and cheques will not be accepted. If Downloaded from the website (www.ser.indianrailways.gov.in) Demand Draft /Pay order of **Rs.....** /- should be drawn in favour of **FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH , KOLKATA-43** payable at Kolkata.
- h) Tender is on two packet system, wherein PACKET-A is TECHNICAL BID & PACKET-B is FINANCIAL BID. Both need to be in separate sealed covers. On date of opening of tender only Packet-A will be opened and the qualified bidders will be invited on a later date to witness the opening of Packet-B of qualified bids only.
- i) Duly filled tender forms along with the applicable cost of tender forms should be enclosed in the Technical bid.
- j) Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. The Railway will not be responsible for any delay in downloading of tender document from the internet.
- k) The tenderer may please note that amount quoted should be written in figures and in words by black or blue ballpoint pen only. In case of discrepancy, amount written in words prevails.
- l) Each page of tender document should be signed by the tenderer.
- m) Tenderer/s is/are free to download tender document at his/their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the concerned office inviting tender. After award of work an agreement will be prepared

based on the master copy of tender document available in the above mentioned office. In case of any discrepancy between the tender document downloaded from the internet and the master copy, the latter shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.

- n) If any change/addition/deletion is made by the Tenderer in the tender document and the same is detected at any stage even after the award of the tender, full security deposit will be forfeited and the contract will be terminated and the tenderer will be solely responsible for all consequences thereof. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.
- o) The tenderers are advised to ENCLOSE documents which are warranted as per the tender conditions only. The name and address in the documents submitted should be the same as that mentioned in the tender form.
- p) The following declaration should be given by the tenderer while submitting the tender:

Declaration

- (a) I/We have downloaded the tender form from the internet site www.ser.indianrailways.gov.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full earnest money deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.
- (b) I/We submit herewith demand draft No. _____ dated _____ issued by _____ for Rs. /- towards the cost of tender form.

Signature of Tenderer

Date:

Address:

Tender form

PACKET "A" TECHNICAL BID(For Pre-qualification)
(TO BE SEPERATELY SEALED IN A COVER)

TENDER NOTICE No. C206/ADV/BKSC/STN

Dated: 27/08/2018

Tender Application for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.

To,

**The President of India,
(Acting Through)
The Sr Divisional Commercial Manager,
South Eastern Railway, Adra Division,
Adra-723121.**

Space for Self
attested
Photograph of
Tenderer

Dear Sir,

- 1) I/We _____ hereby tender for award of Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.
- 2) I / we have quoted the rates in **PACKET 'B' (FINANCIAL BID)**.
- 3) I/We have read and understood the General Conditions of Contract and the Terms and conditions including the Special conditions. I/We shall abide by the said terms and conditions in the event of my/our Tender being accepted. I/We accept them unconditionally.
- 4) I state that I am _____ years old (state the age) and I am physically and mentally fit to carry out the business of Advertisement to the entire satisfaction of the Railway Administration. (Note: In case of partnership firm, the name, age and permanent address of all the partners are to be indicated separately along with the partnership deed. The partnership deed should be registered).
- 5) The offer has been accompanied with the relevant documents as per this Tender document.

Signature of Tenderer/s:

Name of Tenderer/s :
(In block letter)

Address:

Instructions, Conditions & General conditions of contract to tenderer

1) Scope Of Work

Award of ADVERTISING RIGHT FOR BOKARO STEEL CITY STATION(INSIDE STATION PREMISES) UNDER THREE SEPARATE CLUSTERS BKSC-1, BKSC-5 & BKSC-6, FOR A PERIOD

OF THREE YEARS (as mentioned in Annexure I). The Successful tenderer on award of contract, will have a right to display advertisement in the location identified by the Railway Administration as indicated in Annexure I.

2) Jurisdiction – Three Clusters BKSC-1, BKSC-5 & BKSC-6 as per enclosed sketch map (as mentioned in Annexure II).

3) Tenure of Contract

The period of Contract shall be, unless determined under any provisions hereinafter contained in that behalf, for Three (03) years from the date of commencement of contract or 46th day from the date of receipt of Letter of Award, whichever is earlier. On completion of three years contract period, the contract may be extended for a further period of two years subject to satisfactory performance and timely payment of license fee and other dues during three years contract period.

4) Escalation Clause

The License fee shall escalate by 10% each year after 02 years.

5) Cost of Tender Form

Prescribed tender forms can be obtained from the Office of the Senior Divisional Commercial Manager, SOUTH EASTERN RAILWAY, ADRA-723121 on all working days upto 12.00 hrs till 03.10.2018 on payment of the cost of tender form (Nonrefundable). Postal orders and Cheques will not be accepted.

6) Earnest Money Deposit (EMD)

- i. The tenderer shall deposit EMD in favor of the FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH, Kolkata. Tender submitted without EMD will be summarily rejected.
- ii. The Earnest Money of the unsuccessful tenderer shall be returned to the tenderer within reasonable time after finalization of the tender, but Railway shall not be liable for any loss or depreciation of the EMD while in their possession nor be liable to pay interest thereon.
- iii. **However tenderers offering quotes below the notified Reserve Price in the FINANCIAL BID will not be entertained and EMD of such tenders will be forfeited.**
- iv. The Earnest Money should be furnished in any of the following forms:
Money Receipt issued by Divisional Cashier, Adra or Demand Draft drawn in favour of the FA & CAO/S.E.RAILWAY/GARDEN REACH,Kolkata-43”.
- v. No reference to the previous deposit of Earnest Money & Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any Security Deposit against present tender will not be entertained.
- vi. The Earnest Money shall remain deposited with the Railways for the period of 90 days from the date of opening of tenders. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished, failing which the offer, after the expiry of the aforesaid period, shall not be considered by the Railways.
- vii. No interest will be payable by the Railways on the Earnest Money.

- viii. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- ix. The Earnest Money of the successful tenderer will be adjusted towards Security Deposit of the first year.

7) Security Deposit

- Security Security deposit @10% of the Tender Offer for every year, to be deposited in form of Demand Draft or Fixed Deposit Receipts (FDR) valid for more than six months of the contractual period, in favor of PFA, S E Railway, Kolkata.
- The successful tenderer shall furnish security deposit within 15 days from the date of receipt of letter of acceptance(LOA).
- From From the commencement of 3rd year of license term onwards, the additional security deposit equivalent to 10% of the escalated license fee should be remitted with the validity for the remaining period of license term /contractual period plus six months, and so on (as escalation clause is applicable after completion of 2nd year of License Term).
- On completion of Contract, within 30 days the structures have to be removed by the Licensee and handover location/assets to Railway administration in AS IS WHERE IS condition. On submission of this the Security Deposit will be returned within a period not less than 90 days (ninety days) subject to satisfactory completion of the License Term taking into consideration that all dues of the Division are cleared and no amounts are owed or due to the Divisional Authority including any amounts towards any loss sustained as aforesaid .The Licensee will have to submit a 'No Claim' certificate to the Divisional Authority before their Security deposit is released by the Divisional Authority.
- Railway Administration shall have right to adjust the security deposit in part/in full for any loss sustained by the Railway in dues whatsoever arising out of this contract or due to any breach of the agreement. No interest will be paid on the Security Deposit.

8) Payment of license fee:-

- The The license fee shall be payable annually before commencement date of the contract every year. The first year License Fee shall be paid within 30 days of date of receipt of LOA.
- Railway Administration shall levy penal charges at the rate of 18 % per annum from the date of default until payment is remitted to Railway Administration or for a maximum period of 60 days, whichever is earlier.
- However after 30 days of default in payment, a notice will be served in this regard to licensee stating that "Security Deposit will be forfeited on failure to remit License fee within 30 days from issue of this letter".
- After the period of 60 days, if Licensee persist to default, then Railway Administration shall be at liberty to forfeit the Earnest Money/Security deposit and discontinue the displays forthwith, thus terminating the contract. Following which Railway Administration shall initiate eviction proceedings for getting the Railway premises vacated by the licensee within span of three (3 days).

9) Submission of Advertising Plan

On award of contract the Licensee shall have to submit an Advertising Plan (proposed scheme for display of Advertisement for the location in Annexure-I) for approval of display rights. Advertising Plan has to be submitted within 15 days from the date of receipt of Letter of acceptance. Railway Administration shall offer comments (acceptance/modification) to the same within a period of 15 days from the date of submission of Advertising Plan.

Prior approval to every Advertising Plan is mandatory and shall be submitted to the office of Sr.Divisional Commercial Manager, South Eastern Railway, Adra only.

License Fee shall not be adjusted to account for any exclusion of Advertising assets proposed by the Licensee through Advertising Plan.

Any modifications and revision in the Advertising Asset (s) /Advertising Location(s) as finalized in the Advertising Plan approved by the Authority shall be to the risk of the Licensee and the Authority confirms that there shall be no downward or upward adjustment in the License fee due to any such change in the Advertising Asset (s) /Advertising Location(s) proposed.

10) Timeline for payment covered under this tender documents and License agreement:

Activity	Timeline for submission
Payment of Security Deposit	Within 15 days from the date of receipt of LOA
Submission of Advertising plan by the successful tenderer	Within 15 days from the date of receipt of LOA
Approval to Advertising Plan by Railway Administration	Within 15 days from the date of receipt of Advertisement Plan
Payment of the first EMI	Within 30 days from the date of receipt of LOA
Commencement of contract	Date of actual Commencement or within 45 days from date of receipt of Letter of Award, whichever is earlier.
Draft license Agreement to licensee	Within 30 days from the commencement of the contract.
Signing of license agreement	Within 15 days from date of issue of draft agreement to licensee.

11) Form of Advertisement Plan

- Railway Administration shall permit use of forms of advertisement mentioned in tender notice.
- Licensee will be permitted to display advertisements inside station premises without disrupting the flow of passengers in earmarked areas without any merchandising /sale. (Subject to prior approval).
- However the licensee to ensure not cause interference to operation of Railways, safety of passengers and train operation, damage to facade of station building/heritage building and disruption to passenger movement.
- **Every advertisement displayed shall mandatorily carry hallmarking with details as below in desired location (right/left & top/bottom)**

Name of licensee: (Individual/Firm)

Period of license : (From To)

License awarded by Adra Division, SER

12) Tender is on two packet system :

- a) **Packet A - TECHNICAL BID** : will contain technical details, Earnest Money Deposit, Cost of Tender Form and other related documents including the entire tender form document all pages duly signed by the tenderer (except Packet B). It will also contain documents indicating; turn over, financial stability and other credential details. All these will be kept in a sealed cover and marked "Packet A – Technical Bid" - Tender notice no.C206/ADV/BKSC/STN dated 27.08.2018, super scribed "**Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years – TECHNICAL BID**".
- b) **Packet - B - FINANCIAL BID**: will contain financial bid of tenderer only. This will be kept in a separate sealed cover and marked "**Packet- B FINANCIAL BID**" - Tender notice no.C206/ADV/BKSC/STN dated 27/08/2018 super scribed "**Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years- FINANCIAL BID**".
- c) Both the above covers will again be put in one big sealed cover and will be marked **TECHNICAL & FINANCIAL BID - TENDER NOTICE No. C206/ADV/BKSC/STN dated 27/08/2018** super scribed "**Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.**"
- d) The TECHNICAL BID and FINANCIAL BID for this Tender has to be submitted in original and duly signed and stamped on each page, complete in all respects shall be enclosed in the envelope. The tenderer shall also enclose in their offer that they accept all the terms and conditions of the Railways and have not offered any counter clauses and their offer is not conditional.
- e) No tender will be considered if not accompanied by requisite cash receipt/ Demand draft equivalent to the amount towards cost of tender forms for each of the tender (in case of downloading of tender form from the web site).
- f) All the above covers should contain the Name and address of the tenderer.
- g) This envelope should be addressed to the **Sr. Divisional Commercial Manager, Divisional Railway Manager's Office, South Eastern Railway, Adra – 723121.**
- h) Tenders shall be submitted in person to the Office of The OC(I/C)/RPF/, ADRA from 11.00 hours to 13.00 hours of the notified date for submission of tender i.e., 04.10.2018. Tenders received after **13.00** hours of the notified date will not be considered. The Railway Administration will not be liable for any delay in transmission and such tenders will not be considered. Tenders by post, email, telegram, FAX etc. will not be considered. Belatedly received tenders will be summarily rejected.
- i) Instructions, conditions and General Conditions of Contract to Tenderer and Annexures shall, hereafter, be collectively referred to as the "**Tender Documents**". Any clarifications required by the tenderer may be obtained from the office of **Sr. Divisional Commercial Manager, South Eastern Railway, Adra - 723121.**
- j) The Tenders shall be received from 11.00 hours to 13.00 hours in the office of OC(I/C)/RPF, South Eastern Railway, Adra - 723121. **The tenders will be opened at 16:00 hours. on 04.10.2018 at Office of the Sr.DCM/ADRA.**
- k) The Tenderer or their authorized representatives can be present at the time of opening of tender with proper identification.

- l) The sealed covers marked Packet A - TECHNICAL BID will only be opened in the presence of the tenderer.
- m) After opening of all tenders, all sealed covers marked Packet B – FINANCIAL BID, without opening will be kept in another envelope and will be sealed by the Tender Opening Committee in the presence of the tenderer or their authorized representatives, who will be present to witness the opening of tender. After which the tenderers qualifying the TECHNICAL BID will be invited to witness on later date the opening of FINANCIAL BIDs of such qualified TECHNICAL bids only.

13) MINIMUM ELIGIBILITY CRITERIA TO PARTICIPATE IN THE TENDER

1) The tenderer should be one among the below mentioned entities to participate in the tender and documents to support the same need to be enclosed:

- a) Individual/sole proprietorships.
- b) Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013.
- c) A Bidding Consortium, supporting documents of MoU. (The Consortium members will be required to execute a Power of Attorney in favor of the Lead member and a Consortium agreement).
- d) Limited Liability partnership (LLPs)/Partnership firms. (Documents to prove above should be submitted by tenderer).

2) Financial Eligibility:-

The minimum average annual turnover for the last three completed financial years (2015-2016, 2016-2017 & 2017-2018) prior to tender opening date should be 150% (one hundred fifty percent) of the advertised Reserve Price.

- Tenderer should submit a certificate from its auditor (Chartered Accountant Firm) in the format specified in **Annexure-VI** to this tender document as proof of its meeting the minimum average annual turnover criteria.
- Certified copies of P & L and balance sheet statement should be produced as a proof, duly certified by a Chartered Accountant.
- Copy of IT returns for these three financial years should be enclosed along with the copy of PAN card.

3) The tenderer should not be a defaulter with the existing advertisement contract available with Railways or with any organization. (Certificate to this effect has to be obtained in the enclosed proforma enclosed in **Annexure-V from the organizations. Proper foreclosure under a contract will not be treated as default).**

Railway Administration reserves the right to verify the contents of above from the department concerned, either before the award or during the currency of the contract. Furnishing of false affidavit/information/undertaking may lead to termination/cancellation of the tender/contract, forfeiture of security deposit and EMD and initiation of legal proceedings against the tenderer/contractor for misleading the Railway Administration without prejudice to the right of the Railway Administration to recover the loss/damage caused by such termination or any other action as deemed fit. For such cancellation party shall bear the loss at their own cost, expense, etc. if any.

The Railway will not accept tender wherein the tenderer or their authorized agents have given conditional offers. Such offers are liable to be summarily rejected and earnest money deposit will be forfeited.

Tender of defaulting agencies or agents whose contracts were terminated due to default of payments or breach of conditions of the contracts of his own company or his sister concern will be considered only if the tenderer submits an undertaking for clearance of pending dues. The tenderer has to submit the said undertaking along with tender or else, Railway Administration shall demand the same after opening of the offers from the tenderer, if he fails to submit the same, his offer will summarily be rejected.

All tenders shall be submitted in the attached prescribed form failing which they are liable to be rejected.

All the terms and conditions mentioned in this document must be read carefully and **signed on each page by the tenderer** and submitted along with essential documents mentioned below, failing which their offer will be rejected.

Railway Administration reserves the right to accept the work in full or in part or reject the tender in full or part without assigning any reason.

14) COMPULSORY DOCUMENTS TO BE ACCOMPAINED WITH THE OFFER.

The Tender shall contain following documents otherwise tender will be liable for rejection:

- i) Covering Letter mentioning the details of the individual /firm (in the case of partnership firm/Company/Consortium authorization letter for participating in this tender from the other partners or Directors & Tender papers complete in all respect (signing this tender documents and signed on each page by the tenderer giving full details of address and telephone numbers of the agency/firm/tenderer.
- ii) Offered rate for this tender as indicated must be given for all the three clusters separately as mentioned at **Annexure -I** of this Tender document and has to be submitted separately in Packet B (FINANCIAL BID) with offered Rates , both in words and figures the amount of Annual License Fee the tenderer wishes to offer.
- iii) Cost of tender in prescribed form.
- iv) Earnest Money Deposit in prescribed form.
- v) A copy of PAN Card
- vi) GSTN Registration Certificate.
- vii) Latest Income Tax Return filed during the three financial years (2015-2016, 2016-2017 & 2017-2018) as a proof of being an Income Tax Payee.
- viii) Audited P & L and Balance Sheets for the last three (3) completed financial years should be submitted for verifying financial standing of the company.
- ix) Duly filled Annexures (III, IV & VI)
- x) Bank Account details (duly filled Annexure V).
- xi) As a proof of address, a copy of Adhar Card/Ration Card/ Electricity Bill/ Passport/Election Card or any other authentic document.
- xii) Past Experience in field of Advertisement.
- xiii) Whether the Applicant/Agency/Firm has been debarred/Blacklisted by any Railway administration, Government of India, State Government or any other Civic Body? (Affidavit should be submitted).
- xiv) Details of Applicant's /Agency's/Firm's Registration.
- xv) Documents to proof the kind of Business Entity
 - If the tenderer is an individual/Sole Proprietor - a copy of Certificate of registration;
 - If partnership firm, a copy of partnership deed
 - If a limited company, a copy of articles of association and names of directors.
 - If Joint venture then copy of registration Certificate,
 - If Consortium, then MOU to be enclosed.

a) Partnership deeds, Power of Attorney etc:

Tenders by company/firms shall be in the company/firm's name, signed on behalf of the company/firm by the person authorized in this behalf. In case of Company/partnership firm, the names of all the directors/partners with their full postal address should be furnished with the tender. The director/partner who is signing the tender form should be duly authorized to act for and on behalf of the partnership firm or company as the case may be. If the company/firm is registered under the Indian Companies Act/Partnership Act, the registration number of the company/firm should also be given. The Director Identification Number (DIN) as applicable will also be produced. In case of a Joint Hindu Family, the Manager expressly as such must sign the tender.

The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

The tenderer(s) is/are required to declare his/their age to the satisfaction of the Railway Administration. No contract will be allotted to minor/minors under any circumstances. In the event if the tenderer's age is found to be incorrect and are minor/s, tender is liable to be summarily rejected by the Railway Administration who shall be the sole judge and whose decision shall be final and binding.

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

15) VALIDITY OF OFFER:

- a. The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer. This is subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.
- b. Tenderers are required to quote Maximum total Annual License fee, payable to Railways in advance. The amount of license fee should be legibly written in ink, in figures and in words (discrepancy in words and figures, then word prevail). This should not include rent, Security Deposit, electricity charges, any sort of taxes etc. payable to any local body or any other charges.

16) ACCEPTANCE OF THE TENDER :

Acceptance of the Tender by the Railway Administration is subject to the following:

Technical BID:

Qualifying in the minimum eligibility condition laid down in the tender conditions and become eligible for opening of "PACKET B – FINANCIAL BID".

FINANCIAL BID:

Tenderer who qualify for the FINANCIAL bid and who quotes the maximum total annual license fee will be considered for awarding of the contract.

All decision in this matter will lie with the Senior Divisional Commercial Manager, S E Railway, Adra and it will be final and binding on the tenderer.

17) COMMENCEMENT OF CONTRACT:

- i.** The "**Letter of Acceptance**" will be issued soon after the finalization of tender which will specify the Security deposit to be paid within 15 days from the date of receipt of "**Letter of Acceptance**".
- ii.** The licensee should submit the Advertising Plan for the notified locations for prior approval to the Senior Divisional Commercial Manager within 15 days from the date of receipt of "**Letter of Acceptance**".
- iii.** First Year License Fee to be remitted within 30 days from the date of receipt of "**Letter of Acceptance**".
- iv.** The Licensee will be given 45 days from the date of receipt of Letter of award to commence the contract.
- v.** Within this period the licensee will have to complete the work of erection of media and of getting electricity connected to publicity points, if desired. Any delay in energization of advertisement and permission for erection of advertisement after approval to Advertising Plan will not be considered for any type of abatement in commencement of contract for the delay.
- vi.** Clarification required and any modification or correction should be given for consideration within a week of issue of Letter of Acceptance by Railways. The same is subject to approval by the Railway Administration and Railways is not necessarily bound to accept the same.

18) TERMINATION:

- a) In case of breach of any conditions of the contract as :-
 - i) Non-payment of Security Deposit within the requisite time.
 - ii) Non-commencement of the work within the prescribed time limit
 - iii) Non-payment of license fee after commencement of the contract beyond 60 days from the due date
 - iv) Not adhering to safety clauses, then Railway Administration shall reserve right to terminate the contract and Security Deposit and License fee (if any) shall be forfeited.

In such event of termination, the display and structures will be removed from the Railway premises at his own cost within 3 days from the date of receipt of termination notice.

If the licensee fails to remove it within the period specified above, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit.

- b) Licensee is permitted to foreclose the contract by giving a notice of not less than six months in advance. However, the licensee cannot foreclose before completion of 3 years (ie. after completion of 30 months the licensee is eligible to give an advance notice). In this case after termination, the Security Deposit will be refunded subject to removal of display and structures from Railway premises within 30 days and clearing

all Railway dues. **However, if the contract is foreclosed within completion of three (3) years then security Deposit will be forfeited.**

- c) Railway administration shall reserve right to terminate the contract with a notice of 3 months for sake of administrative reasons. In the event of such termination of the contract, the Security Deposit will be refunded after removal of Advertisement display along with the installation and equipment etc., within 30 days from the Railway premises by the licensee, at his own cost from the date of completion of 3 months intimated vide the Termination Notice. If the licensee fails to remove it within the period specified above, the Railway Administration shall be at liberty to dispose of the said material in any manner as deemed fit. Railway shall not be liable to pay any compensation for above said termination.

19) Execution of Agreement :

Railway Administration will send draft agreement within 15 days of the commencement of the contract and the same executed by the successful tenderer/s from the issue of the draft agreement on non-judicial stamp papers of due value of the State in duplicate with the President of India acting through the Senior Divisional Commercial Manager, ADRA DIVISION, SOUTH EASTERN RAILWAY , and the charges or taxes for the same shall be borne by Licensee.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the successful Tenderer and the Railway Administration subject to modifications, as may be mutually agreed to between and indicated in the Letter of Acceptance of offer for this work.

20) Right to Match:

Railway Administration reserves the right to discontinue display of advertisement in any of the sites or locations indicated in the **Annexure –II, (due to administrative reasons)** during the course of license term. The License Fee as quoted by the licensee shall not be adjusted to account for any exclusion of Advertisement Assets or loss of area. The licensee may come with the Advertisement Plan indicating new locations within the jurisdiction of Awarded contract, however subject to approval to Railway Administration.

21) Compensation or Refund:

- i. If for any reason the Administration is not able to honor the whole/part of contract and considers it necessary to cancel the whole contract or to reduce the scope of the tender on Railway account, no compensation or damages will be payable for such cancellation or reduction, except refund of the proportionate amount of license fee due to the contract, without any interest. No appeal against this decision will be entertained.
- ii. The Railway Administration shall not be responsible for any loss or damage caused to the contractor due to total or partial discontinuance of display of the advertisement under the agreement for any reasons whatsoever. Save and except the proportionate refund in License fees.

22) Penalty clause: Joint Check of advertisement display as per approved plan by Railway Administration shall be conducted time to time by a Joint Committee nominated by the Competent Authority along with the Licensee.

If the Licensee displays advertisement in excess of Advertising Plan which is approved by Railway Administration or display without prior approval from the Railway Administration or the licensee has not adhered to safety guidelines or does not adhere to hallmarking as indicated in Point 13 of tender form, then is liable to be charged for such occurrences a penalty ranging from Rs.25,000/-and up to Rs.1,00,000/- per instance may be levied by the competent authority (Senior Divisional Commercial Manager, ADRA).

If any unauthorized display is found in the area/jurisdiction location not identified by the Licensee but within the jurisdiction, the Railway Administration shall remove.

23) COMPLIANCE TO TENDER CONDITIONS & SPECIFICATIONS:

- i. The intending tenderer is advised to study the tender papers carefully. Any submission of an offer by the tenderer shall be deemed to have done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his/her offers. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.
- ii. The intending tenderer is advised to physically check the locations of notified locations under the clusters(BKSC-1, BKSC-5 & BKSC-6) which they are participating. The intending tenderer can take help of Sr.Advertisement Inspector/Adra, to check the locations of tender area including notified locations under the each clusters as given in the **Annexure-II** from the date of issue of Notice Inviting Tender. Any submission of a offer by the tenderer for tender area shall be deemed to have done after a careful checking and understanding of locations and latest position of tender area as mentioned in **Annexure-II**. Any difficulty being faced by the tenderer during the execution of contract shall not be entertained.

24) Approval and Restriction on Displays:

- a. Advertisements that are considered objectionable in the eye of Law or otherwise shall not be displayed. Advertisements prohibited under various acts and Laws of Central/State Governments and various Local Government Bodies shall not be displayed. There shall not be any sort of obscenity in the design and matter of advertisement material. The Contractor will be fully liable for any contravention in this regard and will be liable under the Law of the land.
- b. The successful tenderer will abide by various state and statutory laws relating to advertisement/ display of items, for any contravention in this regard and shall be suitably taken up under the laws of the land. The advertiser will have to discontinue displaying of such advertisements for which the Railway Administration will issue instruction
- c. The successful tenderer has to arrange security of their advertisement and other materials at their own cost and Railway Administration will not be responsible for any loss of advertisement material due to theft or any reason thereof.
- d. The agency shall take approval of the Administration while sending its authorized representative for maintenance of the advertisement displays including electrical fittings etc.
- e. Lighting of the advertisement on Railway land may be permitted with the special approval of Sr. Divisional Commercial Manager, Adra. However, under special approval this can be considered at certain location only if found feasible, where ever it will not hamper the safe running of trains and it will not interfere with the signals and signaling equipments. The advertisement agency will have to make its own arrangement for supply of power in such cases. The Railway Administration is not liable to supply Electricity power to light the advertisements. Plan for placement of/ storing of zero noise emission generator sets to provide power shall be with the approval of Senior Divisional Commercial Manager, Adra indicated vide the Advertisement plan or separate request for the same.
- f. Any damage caused to Railway property during the course of installing of Advertisements etc. is to be made good immediately by the contractor/licensee at their cost to the fullest satisfaction of Railway Administration. In the event of the failure to do so Security Deposit can be forfeited besides termination of contract.
- g. No land belonging to or in possession of the Railway shall be occupied by the agency without the permission of the Railway. The agency shall not use or allow to be used the site for any purpose other than that of executing the works.

25) ERRORS, OMISSIONS & DISCREPANCIES:

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

26) ATTESTATION AND ALTERATIONS:

- i. All offers shall be typed or hand written neatly in English. Each page of the offer must be numbered. A reference to total number of pages comprising the offer must be made at the top right of the first page.
- ii. The tenderer should sign each page of the tender document.
- iii. Photocopies of all the certificates etc. submitted by tenderer should be attested by tenderer as true copies, unless required to be attested by Notary public by other conditions of tender. No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be attested by him/them.

27) WRONG INFORMATION BY TENDERER:

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

28) CONDITIONS FOR ERECTION AND DISPLAY OF VARIOUS MEDIA :

- a. The contractor shall submit his Advertisement Plan with location sketch within 15 days from the date of receipt of "Letter of Acceptance".
- b. Advertisement Plan shall be approved by the Railway Administration within 15 days from the date of submission. Successful tenderer shall be allowed 45 days to commence his operations from the date of receipt of Letter of Award.
- c. Party is wholly responsible for display of advertisements through media mentioned in the tender with prior approvals of Administration and execution of media under supervision of Commercial Staff and Sectional Engineers of Engineering & Electrical Branch.
- d. The location plan of advertisements should have uniformity in size area wise. In case advertisements are planned not meeting the prescribed height/distance limits, the safety of the hoarding structures may be decided by the Railway on case to case basis by applying methods of analysis, wind velocity, testing the strength and safety norms approved by Railway Administration.
- e. **The successful tenderer should adhere to the size restrictions as per Local Municipal/State Authority bye laws which are in force.** The plan details should necessarily contain the size of the advertising media, cluster wise and area wise. The same should be submitted to Railway Administration for approval and permitted size boards from Railways and any other Civic Administration recognized by the latest Railway Act etc. are only to be executed. The aesthetic look to be maintained viz. size, colour etc.
- f. Railway Administration will not be responsible for loss/damages caused to the tenderer due to removal/alteration/banning of advertisements.
- g. The Railway Administration shall not be responsible for any loss or damage caused to the successful tenderer due to total discontinuance of the scheme under the agreement for any reason whatsoever.
- h. The party should display media of standard quality and regularly maintain the displays neat and clean and carry out maintenance of structures of the media for safety reasons.

- i. In case the structure of advertisement need repairing, strengthening and reinforcing due to wear and tear, the agency should take up the work with the advance approval of Railway Administration and carry out the work under supervision of Engineering department. It is the responsibility of the Licensee to ensure the stability of the structure before display of advertisement.
- j. The structures of advertisements should be well maintained by regular painting to prevent corrosion and repairing/strengthening whenever required necessary at the cost of licensee under supervision of Engineering department.
- k. The licensee shall erect /display the advertisement in such a manner that they do not obstruct the view of display of advertisement in the vicinity and Railway signage and information boards.
- l. **Maintenance of the Structures** -The structures erected by the licensee if any requires maintenance and need to ensure safety of the structures. Six months once on a regular basis the structure should be maintained and Annual Safety Clearance Certificate from the concerned SSE of Engineering department to be duly submitted to Sr. Divisional Commercial Manager's Office.
- m. The electrical wires should be properly secured and concealed in order to avoid its loose dropping. Electrical insulation and safety aspects should be ensured.
- n. The changes in the dimensions of the displays may be permitted subject to its feasibility.
- o. The licensee shall realign, readjust or shift the displays whenever called upon by the competent authority to do so at his own cost without claiming any compensation.
- p. **Licensee should paint/paste stickers on the media displaying expiry date of the contract and name of the agency with a contact number without fail.**

29) COMMISSION:

The tenderer should quote the amount without expecting any commission. No commission will be payable to the tenderer on any account. No offer to be quoted as "On Client Basis"/"For Client".

30) ELECTRICITY AND OTHER CHARGES:

- i. Lighting of the advertisements on Railway land shall be permitted only with the special approval of Sr. Divisional Commercial Manager/Adra. The installation cost , electrical charges and other charges should be borne by the Licensee.
- ii. The Licensee should submit a detailed plan for wiring along with the requirement of power/load for the locations addressed to Sr. Divisional Electrical Engineer, SOUTH EASTERN RAILWAY , Adra Division, for this the Licensee is required to submit phase diagram of the locations with total load details and power consumption. The power requirement, phase diagram, load etc., has to be submitted at the earliest.
- iii. The Licensee should not interfere with the electrical installation of the Railway without the prior written consent of the Railway Administration.
- iv. The licensee shall have to arrange at his own cost all the equipments, wiring and other electrical installations necessary for the system as per the required ISI standard and specifications of the Railway.
- v. The Railway Administration will have the right to reduce, stagger or disconnect electric supply due to power shortage or load shedding or erratic supplies or any other causes whatsoever without prior notice to the Licensee or without being liable for any compensation or proportionate reduction of rent of other charges. The administration will also not be responsible for any failure of electric supply on whatsoever cost and no refund will be permitted on account of any such failure of electricity.
- vi. The Railway Administration will not be responsible for any failure of electric supply for whatsoever source and on whatsoever cost and no refund will be permitted on account of any such failure of electricity.
- vii. The licensee shall be responsible for all consequences arising on account of violation of Laws, Rules in connection with the Contract by the licensee and his agents.

31) INDEMNITY:

- i. The Licensee shall keep the Railway Administration indemnified and completely absolved of any risk damage or loss, however caused due to any kind of disturbances to their property or to their personnel under employment or otherwise engaged by them in discharge of their duties connected with the display of advertisements including claims under the Workmen's Compensation Act. The Railway Administration accepts no responsibility for any loss damage of advertising materials belonging to the contractor, no matter howsoever caused.
- ii. The licensee agrees to indemnify the Railway Administration against any loss or damage to the property of the Railway Administration and/or against any claims under any Act in force including Workmen's Compensation Act made for the employee of the Railway Administration or any Third party for death, disablement or injury to persons whatsoever, arising out of or in any way of compensation, costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the contractor to the Railway Administration immediately on demand.
- iii. To indemnify Railways against contravention of laws by contractor. The contractor undertakes to indemnify the Railway against fine, penalty, costs etc. imposed on the Railway by any authority due to contravention of any law statute etc. of the State or Central Government or local bodies by the Contractor in the course of the contract by exhibiting any advertisements, which is contrary to such laws.
- iv. The Licensee shall comply with all relevant statute including Contract Labour (Abolition and Regulation) Act and Rules of Payment of Minimum Wages Act and other Labour Laws and keep the Railway Administration indemnified against any claims arising out of said act.

32) Provisions of Contract Labour (regulation & abolition) Act, 1970: The successful tenderer shall comply with all the provisions of contract labour (Regulation- abolition) Act 1970 and any subsequent amendment thereof and the rules made there under. Tenderer will indemnify the Railway Administration for any loss or damage suffered by it due to violation of its provisions

33) Workmen's Compensation Act :

The successful tenderer shall keep the Railway Administration indemnified and completely absolved of any risk, damage or loss howsoever caused, due to any kind of disturbance affecting the successful tenderer's property or their personal under employment or otherwise engaged by them in discharge of their duties connected with the display of advertisements. This would include claims under the Workmen's Compensation Act and for losses suffered by third parties because of advertising material causing damage in the process of dismantling or accidental fall. The Railway Administration accepts no responsibility for any loss/damage of advertising materials belonging to the successful tenderer no matter howsoever caused.

34) Consumer Forum Cases: During the period of contract if any consumer case arises due to any reason concerning the activities of the successful tenderer, the liability will rest with the successful tenderer. Any amount paid by the Railway Administration by way of compensation /charges /expenses in this connection will be considered reasonable and will have to be reimbursed by the successful tenderer to the Railway Administration immediately on demand. The successful tenderer should indemnify the Railway Administration towards any compensation or orders or award under the Consumer Protection Act.

The successful tenderer shall be responsible for the observance of the provision of Hours of employment regulations Act, Payment of wages Act or any other Act.

35) Compliance of various Acts:

The responsibility to comply with the provisions of various labour laws of the country shall be that of the Successful tenderer. Successful tenderer shall specifically ensure compliance of various laws/Acts, including but not limited to with the following and their re-enactments/amendments/ modifications:

- a. The payments of Wages Act 1936.
- b. The factory Act 1948.
- b) The Workmen Compensation Act, 1923.
- c) The Employees Provident Fund Act and miscellaneous Act, 1952.
- d) The Contract Labor (Regulation and Abolition) Act 1970 Rules 1971.
- e) The Payment of Bonus Act 1965.
- f) The Payment of Gratuity 1972.
- g) The Equal Remuneration Act 1976.
- h) The Employees State Insurance Act 1948.
- i) The Industrial Disputes Act 1947.
- j) The Employment of Children Act 1938.
- k) The Motor Vehicles Act 1988 along with GSRM 728-E dated 18/10/98.
- l) The Hours of Employment Regulations.
- m) Regulations of Employment and welfare Act 1969.

The Successful tenderer shall fully indemnify the Railway Administration against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in Railway Administration facility.

36) The contract agency/agent shall be liable to be fined for misconduct at the sole discretion of Railway Administration.

37) Tax Liability:-

- GST or any other tax:- The payment of the GST or any other TAX shall be liability of the advertiser and same shall be paid immediately as per laid norms.
- 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 rule/law of land in force. Railway will not be responsible for these taxes.
- The successful tenderer should be responsible for all statutory dues, taxes, cess and payments to different and indemnify the Authority from the same.

38) The licensee shall not assign, transfer, mortgage, and sublet the privilege conferred under this agreement but he can put up the advertisement materials on behalf of his clients. The parties who advertise in Railway area have no right to resort to any action against Railways as they are not privy to the contract.

39) Administration shall not be liable for any loss or damage however caused to the property belonging to the licensee stocked on the space hereby licensed

40) It will be the obligation on the part of the licensee to keep adequate fire fighting arrangements such as fire buckets filled with water or fire sand in the site at his expense.

41) The Agency/Agent shall comply with all the provisions of Labour laws and rules made their under and will also comply with the provisions of the Indian Railway Act and the rules made under and any other laws and rules of Central Government, State Government, Local Authorities applicable to this work.

42) The Successful tenderer should ensure that all the necessary approvals from all the government authority and concerned departments are obtained in relation to the License granted to the selected bidder which will include ,amongst others ,all necessary approvals required by the successful tenderer for carrying out operations

and for Commercial Publicity to be effected pursuant to the License Agreement during the License term, and it is clarified that any policy related approvals required for facilitating the grant of the license to the Successful tenderer should be the responsibility of the Authority. It is hereby clarified, that such approvals specifically exclude any all policy related approvals/directions required for facilitating the grant of License, which are to be obtained by the Authority.

- 43)** The successful tenderer recognizes that the authority reserves the rights to carry out inspection through any of its official to ensure that the operation and management of the Advertising Assets at the Advertising Locations is being done as per terms and conditions of the Tender Documents, License Agreement and in accordance with the directions of the Authority.

44) Force Majeure:

The licensee shall agree that no party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligation under this agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such party including but not limited to Government legislation, fires, floods, earthquakes, epidemics, wars, riots and or act of God, Government strikes and lockout. The party claiming an event of force Majeure shall promptly notify the other parties in writing and full particulars of the cause or event and also keep the other parties informed of any further developments. The party so affected shall use its best efforts to remove the cause of non-performance, and the parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

A condition of force Majeure shall not relieve any party of any obligation due to under this Agreement prior to the event of force Majeure. Subject as otherwise provided in this agreement, all notices to be given on behalf of the President and all other action to be taken on his behalf may be given or taken on his behalf by the Divisional Railway Manager (Commercial), ADRA DIVISION , SOUTH EASTERN RAILWAY .

45) Dispute/Arbitration:

- i. All notices, communications, references and complaints made concerning the works shall be in writing. Notices, communications, reference or complaints not in writing shall not be recognized.
- ii. 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 Senior Divisional Commercial Manager/Adra or any other officer for the time being entrusted with the functions, duties and powers of the competent authority.
- iii. In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matters the decision or which is specially provided for by these conditions) the same shall be referred to the arbitration of the Arbitrator, SOUTH EASTERN RAILWAY to be appointed by General Manager, SOUTH EASTERN RAILWAY . **The award of the Arbitration shall be final and binding on the parties to this contract.**
- iv. It is further a term of this contract that no person other than appointed by the authority as aforesaid should act as Arbitrator.
- v. The cost of the arbitration shall be borne by the respective parties. The cost of arbitrator shall inter alia include fee of the Arbitrator, as per the rates fixed by the Railway Administration from time to time.
- vi. Where the award is for 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.
- vii. Subject as aforesaid, the Arbitration & Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.
- viii. The venue of arbitration shall be the place from which the acceptance letter is issued/the Contract Agreement is signed or such other place as the Arbitrator at his discretion may determine.

- ix. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- 46) Policy on Commercial Publicity is applicable and further amendments time to time are applicable if any will govern during the contractual period.
- 47) For conditions not covered in this document, the General Conditions of Contract for SOUTH EASTERN RAILWAY No.CE.496/GCC/(REV-2003) including all the corrigendum/amendments issued as on date of calling the tender will be applicable and binding for this works. In case of difference between Special Conditions of Contract (SCC) and General Conditions of Contract (GCC), the SCC shall prevail over GCC. This concludes the contract and is issued for and on behalf of President of India.
- 48) **ADDRESS FOR CORRESPONDENCE:**

The correspondence and documents relating to the tender should be sent to the Office of the **Senior Divisional Commercial Manager, 2nd Floor, Divisional Railway Manager's Office, SOUTH EASTERN RAILWAY , ADRA-723121.**

Tender form
PACKET "B" FINANCIAL BID
(TO BE SEPERATELY SEALED IN A COVER)

Date:

To,

**The President of India,
(Acting Through)
The Sr Divisional Commercial Manager,
South Eastern Railway, Adra Division,
Adra-723121.**

Space for Self
attested
Photograph of
Tenderer

Dear Sir,

Sub: Open tender for award of Commercial Publicity rights for display of advertisement(inside station premises) at **Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.**

.....
With reference to the Tender Notice issued by the Sr. Divisional Commercial Manager, SOUTH EASTERN RAILWAY , ADRA DIVISION calling open tender for award of Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.

I/We hereby offer to the President of India as owner and administrator of the SOUTH EASTERN RAILWAY Administration upon and in accordance with the Administration's tender conditions, the following rates mentioned in the format given in the **Annexure I & II.**

I/We agree to hold this offer open for a period of **90** days from the date of opening of tender and in the event of my/our failing to abide by this offer in any respect whatsoever within the said period, I/we agree that the Earnest Money Deposit with the FA & CAO , SOUTH EASTERN RAILWAY, GARDEN REACH , KOLKATA-43 in connection with this tender shall stand forfeited.

I/we have read carefully and understood the conditions of advertisements and will strictly follow these conditions.

The acceptance of this offer by the Railway

Administration either wholly or as to a part only thereof shall constitute a binding contract between you and me/us.

Format of Schedule of Rates

Tender Area	Quoted rate in figures and words for 1st year (in Rs.)
Amount of FIRST YEAR License Fee which I/we agree to pay the Railway Administration for the Commercial Publicity rights for display of advertisement(inside station premises) at Item No. mentioned in Tender Notice	In figures. Rs..... In words Rs.....

Signature with Seal of tenderer:

Name of tenderer:

Address:

Contact No.-

**SOUTH EASTERN RAILWAY
ADRA DIVISION**

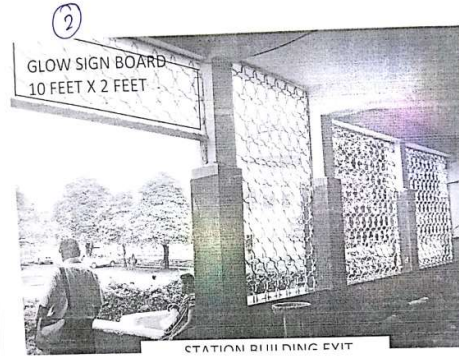
Locations for display of advertisements - Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.

Locations for display of advertisement details are mentioned below -

Cluster	Item No.	Media	No of Display	Total Display area	Location
BKSC-1	I	Glow Sign Boards	04	76 sq ft	Booking and Enquiry concourse, Front portion of the station building and the outer portion of the entrance of PF NO.1
	II	Pillar Kiosk	08	141 sq ft	-do-
BKSC-5	III	Glow Sign Boards	05	72 sq ft	PF No.1(including waiting rooms) and the inner portion of entrance of PF No.1(Excluding both FOBs)
	IV	Ordinary Boards	04	32 sq ft	--do-
BKSC-6	V	Ordinary Boards	41	396 sq ft	PF No.2 & 3 and both FOBs(Inside portion of FOBs only)

Annexure II

Site Plan for Advertisement at Bokaro Steel City inside station premises(three clusters i.e., BKSC-1, BKSC-5 & BKSC-6)



21/9/15
SSE(E)/BKSC.

21/9/15
SSE(W)/BKSC.

21/9/15
SMR/BKSC.

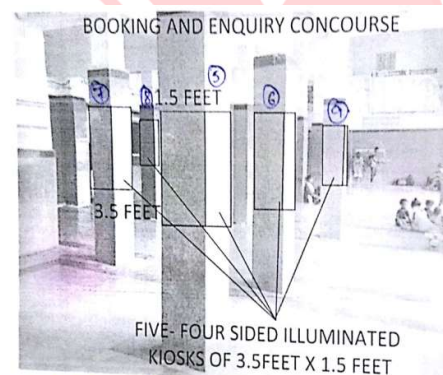
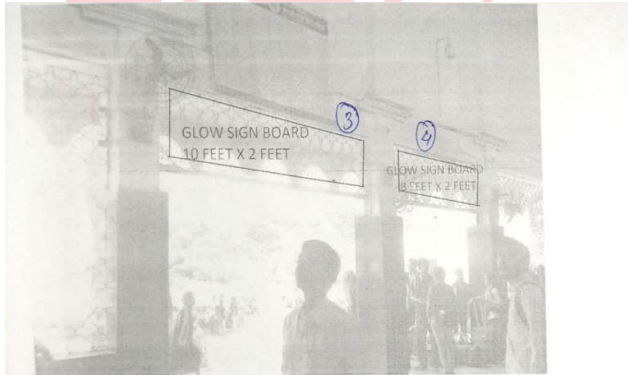
21/9/15
CCP/BKSC.

21/9/15
SSE(E)/BKSC.

21/9/15
SSE(W)/BKSC.

21/9/15
SMR/BKSC.

21/9/15
CCP/BKSC.



These kiosks should be displayed above the marble position & not on the marble. The size of the kiosks is recommended to be 1.5 feet x 1.5 feet instead of 3.5 feet x 1.5 feet. Out of 5 pillars, 4 pillars kiosks will be 4 sided and 1 pillar kiosk is recommended to be 3 sided.

21/9/15
SSE(E)/BKSC.

21/9/15
SSE(W)/BKSC.

21/9/15
SMR/BKSC.

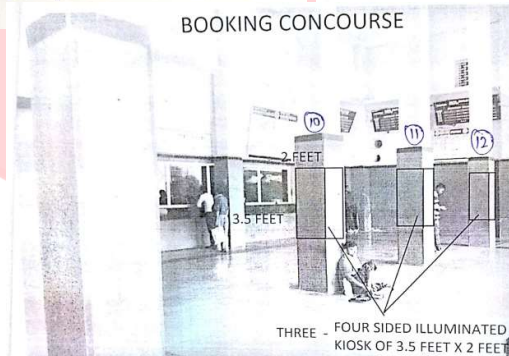
21/9/15
CCP/BKSC.

21/9/15
SSE(E)/BKSC.

21/9/15
SSE(W)/BKSC.

21/9/15
SMR/BKSC.

21/9/15
CCP/BKSC.



These kiosks should be displayed above the marble position and not on the marble.

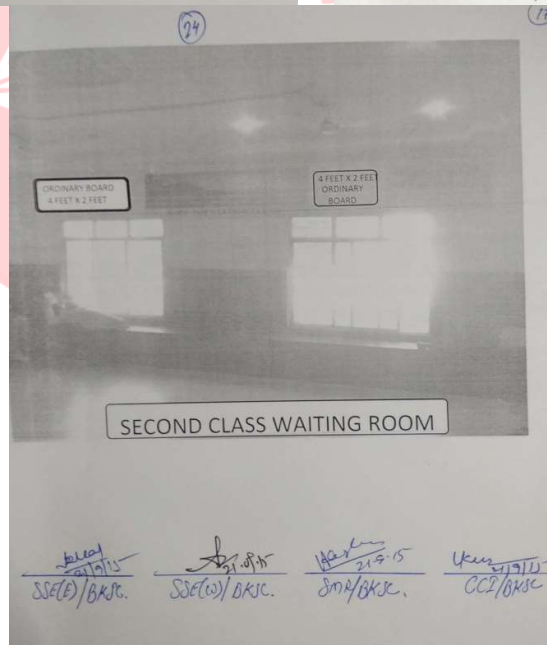
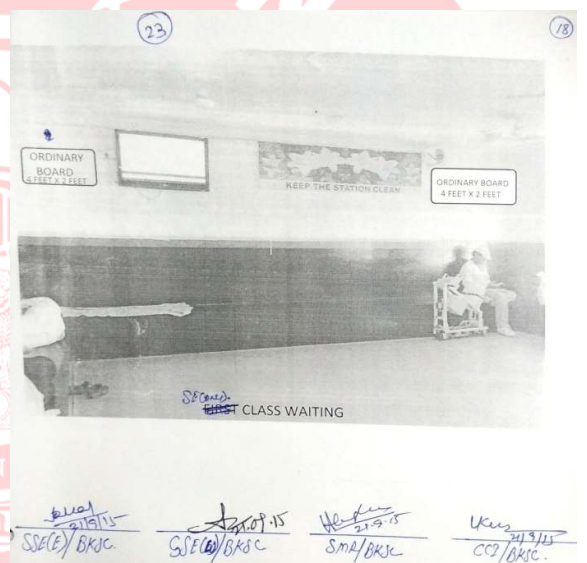
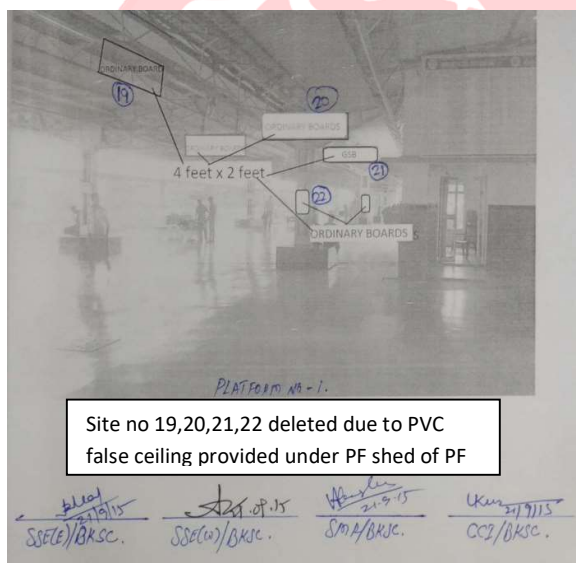
21/9/15
SSE(E)/BKSC.

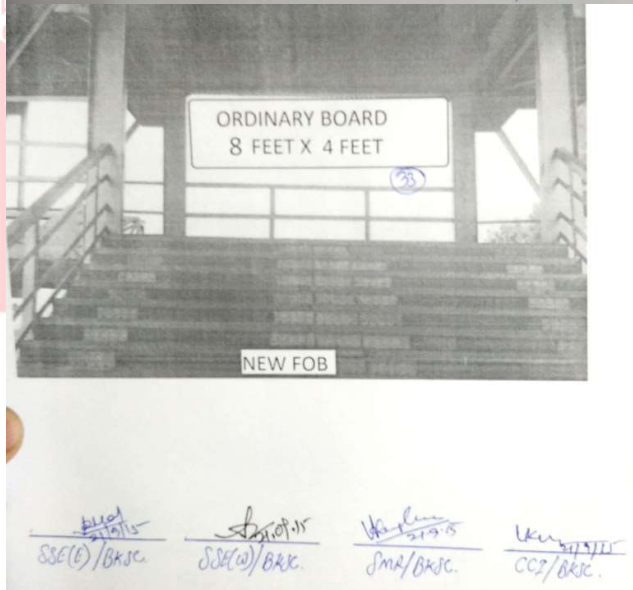
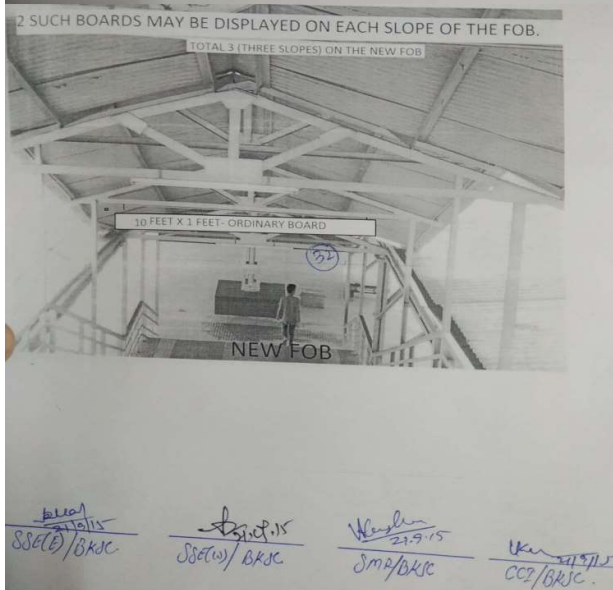
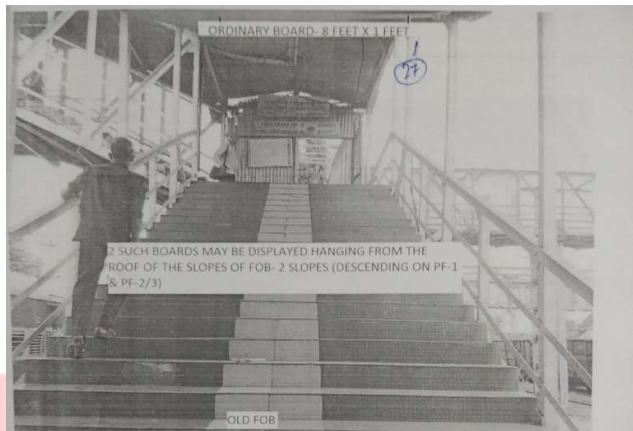
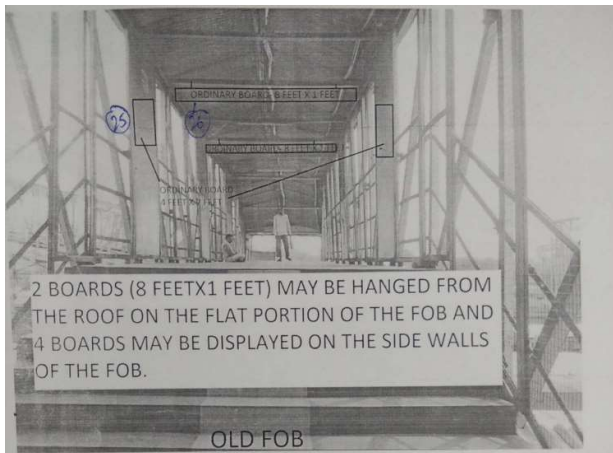
21/9/15
SSE(W)/BKSC.

21/9/15
SMR/BKSC.

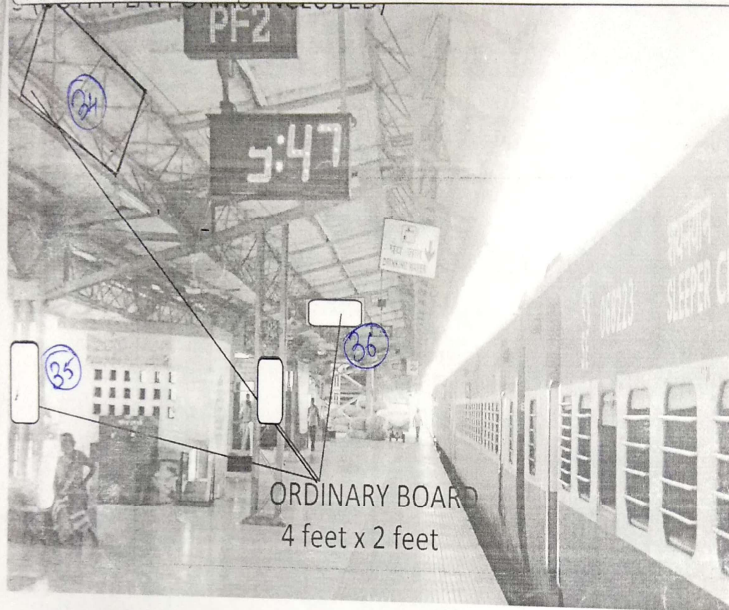
21/9/15
CCP/BKSC.

BKSC-1 Cluster





A TOTAL OF 20 SUCH BOARDS MAY BE PROVIDED ON PF- 2 & 3 (BOTH PLATFORMS INCLUDED)



21.9.15
SSE/BJK

21.9.15
SSE/BJK

21.9.15
SSE/BJK

21.9.15
CC/BJK

BKSC-6 Cluster

JOINT SURVEY REPORT TO CHECK THE FEASIBILITY OF SITE PLAN OF ADVERTISEMENTS AT BKSC STATION INSIDE STATION PREMISES INCLUDING PF NO.1,2 & 3.

(27)

Joint Survey Report to check the feasibility of Master Plan of Advertisements at Bokaro Station Building including PF No.1, 2 & 3.

As per instructions vide DCM letter No - C206/ADV/SAR/MP/BKSC/STN.BLDWA dated 02-09-15, we the undersigned conducted a Joint Survey on 21.09.15 to check the feasibility of master plan of Advertisements at Bokaro Station building including PF No.-1, 2 & 3 (excluding circulating area) and recommends the following: -

- i) All the sites numbering from 1 to 36 are recommended to be approved as proposed except Site No.-5, 6, 7, 8, 9, 10, 11, 12, 14 & 15.
- ii) Site No.-5, 6, 7, 8 & 9 are recommended to be displayed above the marble portion of the pillar. The size of the wash is recommended to be decreased to 1.5 feet x 1.5 feet instead of 3.5 feet x 1.5 feet. out of 5 pillar washes, 4 pillar washes (Site No.-5, 6, 7 & 9) are recommended to be 4 sided & 1 pillar wash (Site No.-8) is recommended to be 3 sided owing to the lack of space on 1 side.
- iii) Site No.-10, 11 & 12 are recommended to be displayed above the marble portion of the pillar.
- iv) Site No.-14 is recommended to be rejected ~~owing to the~~ ^{due to the} upsetting in view aesthetic look of the station.
- v) Site No.-15 is recommended to be of size 6 feet x 2 feet instead of 4 feet x 2 feet to ensure symmetrical look with Site No.-16.
- vi) All the advertisements should be displayed without interfering with or obstructing existing railway ~~inf~~ infrastructure.

P. BADHAJ
21/9/15
(W)/BKSC

CS. MAL
21/9/15
SSE(E)/BKSC.

CA. K. MISHRA
21-9-15
SMR/BKSC.

COTTAM RUMAR
21/9/15
CCI/BKSC.

Annexure - III**MANDATORY DETAILS BY THE TENDERER**

Information in connection with the tender application for award of **Commercial Publicity rights for display of advertisement(inside station premises) at Bokaro Steel City Station under three separate clusters BKSC-1, BKSC-5, & BKSC-6 of Adra Division for a period of three(03) years.**

1.	Full Name of the Applicant/firm : (In Blocks letters)	
2.	Age of the Applicant :	
3.	Place of business and full address :	
4.	Place of residence of the applicant and address :	
5.	Profession and nature of the business :	
6.	Experience of business :	
7.	Whether the applicant is individual or a joint firm or a company. :	
8.	Financial status of the applicant :	
9.	Whether Income Tax Payee/if so PAN/TIN number. :	
10.	GSTIN Registration	

The tenderer shall comply with the following eligibility criteria. These shall form the basis for evaluation of the Technical bid.

SL No	Description	Fulfilled/ Not fulfilled	Certificate Attached YES/ No
10	Was your minimum average annual turnover for the last three completed financial years (2015-2016, 2016-2017 & 2017-2018) prior to tender should be 150% (one hundred fifty percent) of the Reserve Price and tenderer should submit a certificate from its auditor(Chartered Accountant Firm) in the format specified in Annexure-V to this tender documents as proof of its meeting the minimum average annual turnover criteria.		
11	Are you a defaulter with the existing advertisement contracts available with Railways or with any organization? (Certificate from the organization where you have worked should be furnished as per Annexure- IV).		
12	Any other information you wish to provide including financial stability.		

(Name of the Tenderer)

Address:

(Signature of the Tenderer)

Contact No:

Annexure IV

This is to certify that M/s _____ have been the advertiser with _____ company for _____ years. The company performance is quite satisfactory. There was no complaint and the company was not taken up for any default. The company is very prompt in payments as well as following rules and regulations of the organization. The company is also safety conscious and adheres to all safety precautions while undertaking the job allotted to the company. There is no litigation against him, which involves the organization. It is further certified that the company does not have

- a) Any dues
- b) Any backlog of works entrusted to him as per schedule.

His performance so far as the present works is concerned is satisfactory.

Signature:
Name:
Designation

Signature with organization Seal

Annexure-V**To whom so ever it may concern****MANDATE FORM FOR PAYMENT THROUGH NEFT/RTGS**

Reference to NEFT/RTGS payment system being set up by South Eastern Railway ,Adra Division for remittance of payment as per Reserve Bank Of India NEFT/RTGS Scheme ,our payment may be made through NEFT/RTGS to or bank account as per detail below:-

Serial No	Details	Applicant(s) Particular
1	Name & address of applicant(s)/ firm	
2	Bank Name	
3	Bank Address	
4	Name of the City	
5	Bank telephone/Fax No.	
6	Bank IFSC Code for NEFT	
7	Bank IFSC Code for RTGS	
8	Bank MICR Code	
9	Applicant Bank Account No.	
10	Type of Account	
11	Telephone /Mobile No. of applicant	
12	E-mail ID	
13	Pan No. of applicant	

We hereby declare that the particulars given above correct and complete. If the transaction is delayed /not effected for reasons of incomplete information I/we will not held Railways responsible.

Signature of tenderer(s)
Name of the Tenderer

Pro-forma**CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD TO WHOM
SO EVER CONCERNED**

We.....are the Auditors for the firm since last(many) years , on the strength of the above association , we are issuing this certificate to the firm on the Annual contractual Turnover during the last three audited Financial years as per Audited Balance Sheets.

It is further certifies that advances or loans taken by the firm in connection with the execution of works are not reflected in the contractual receipts from works contracts indicated below:

Sl.No	Financial year	Receipts reflected in Audited balance sheet in P& L account ()	Contractual receipts from commercial Publicity	Remarks if any

Signature of CA with Office Seal:

Name of CA :

Address:

Phone /Fax No:

e-Mail:

Date of issue:

END OF TENDER DOCUMENT