



South Eastern Railway

COMMERCIAL DEPARTMENT KHARAGPUR

COMMON TENDER FORM

TENDER NOTICE NO: Com/G30/Com.Pub/Inside area/13-Stn/KGP/18

PLACE OF THE WORK: Advertisement at "Inside area" of 13-Stations for a period of 3-years (Extendable up to 05-years)

Sr. Divisional Commercial Manager
South Eastern Railway
Kharagpur

Date of opening of Tender Box on 25.10.2018 at 15.30 hrs.

TENDER FORM ISSUED TO

1. M/S, SHRI. _____.

2. FORM SERIAL. NO _____ DATE _____

3. COMMON TENDER FORM.

SOUTH EASTERN RAILWAY, KHARAGPUR DIVISION COMMERCIAL DEPARTMENT (PUBLICITY & ADVERTISEMENT)

4. Tender Notice No- Com/G30/Com.Pub/Inside area/13-Stn/KGP/18

5. NAME & PLACE OF THE WORK: *Advertisement right of 13-Nos of Stations for installation of commercial advertisement at the specified "Inside Station area" like, Station Concourse area, Station Platform, FOB, etc.*

6. LIST OF STATIONS -

SI No	Name of Station	SI No	Name of Station
1	DIGHA	2	KHARAGPUR STN.
3	ANDUL	4	DASNAGAR
5	RAMRAJATALA	6	TIKIAPARA
7	ULUBERIA	8	MIDNAPUR
9	BAURIA	10	MOURIGRAM
11	SHALIMAR	12	JHARGRAM
13	BALASORE		

7. TENDER TO BE SUBMITTED THROUGH TWO PACKET SYSTEM –PACKET ‘A’ CONTAINING TECHNICAL BID (Page No-1 to 14) & PACKET ‘B’ CONTAINING FINANCIAL BID (Page No-15,16)

8. TENDER CONTRACT PERIOD: - THREE (3) YEARS (Extendable up to 05-years)

9. **DATE OF DROPPING OF TENDER APPLICATION:-** Up to 15-00 hrs of 25.10.2018
(In the office of the Sr.DCM/Kharagpur)

10. **OPENING DATE OF THE TENDER :-**15-30 hrs of 25.10.2018 (If the opening date of the tender box happens to be a holiday, the tender box will be opened on next Working day at the same time)

11. **COST OF TENDER DOCUMENTS-** Rs 1000/- for estimated Value up to Rs 5- lakh, Rs 2000/- for estimated value beyond 5- lakh up to Rs 20 lakh and Rs 3000/- for estimated value beyond Rs 20 lakh + applicable GST@ 18 %. [GST on the cost of tender to be deposited by the tenderer directly to the GST department and the deposition copy to be attached along with the tender application]

12. Station-wise Display area, estimated value and Earnest Money Deposits-

SL NO	STATION	ESTIMATED VALUE(For 1 st year) in Rs	EARNEST MONEY	Total Inside area of Station	COST OF TENDER FORM+* GST @ 18%
1	Digha	Rs. 4,40,000/-	Rs 8,800/-	4000 sq ft	Rs 1000/-
2	KGP Stn.	Rs. 28,39,600/-	Rs 56,792/-	18320 sq ft	Rs 3000/-
3	Andul	Rs 1,15,500/-	Rs 2,310/-	1500 sq ft	Rs 1000/-
4	Dasnagar	Rs 97,200/-	Rs 1,944/-	720 sq ft	Rs 1000/-
5	Ramrajatala	Rs 1,33,860/-	Rs 2,677/-	970 sq ft	Rs 1000/-
6	Tikiapara	Rs 14,720/-	Rs 294/-	640 sq ft	Rs 1000/-
7	Uluberia	Rs 2,07,886/-	Rs 4,158/-	3353 sq ft	Rs 1000/-
8	Midnapur	Rs 5,72,400/-	Rs 11,448/-	3600 sq ft	Rs 2000/-
9	Bauria	Rs 13,000/-	Rs 260/-	500 sq ft	Rs 1000/-
10	Mourigram	Rs 22,330/-	Rs 447/-	770 sq ft	Rs 1000/-
11	Shalimar	Rs 87,000/-	Rs 1,740/-	1000 sq ft	Rs 1000/-
12	Jhargram	Rs 1,20,000/-	Rs 2,400/-	3000 sq ft	Rs 1000/-
13	Balasore	Rs 9,16,000/-	Rs 18,320/-	5725 sq ft	Rs 2000/-

***GST on the cost of tender @ Rs 180/= in case of tender value Rs 1000/= and @ Rs 360/= in case of tender value Rs 2000/= and @ Rs 540/- in case of tender value Rs 3000/- to be deposited by the tenderer directly to the GST department, Govt. of India and the receipt copy to be submitted along with the tender application.**

Note- Additional sites/space beyond the allotted area may be permitted subject to availability of space and feasibility of sites and for those additional sites charges shall be levied on pro-rata basis (Bid offer divided by total area mention in the tender).

13. Security Deposit: The successful tenderer shall deposit 10% of the tender offer/license fees as security deposit every year 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.

14. Availability of tender form on WEBSITE

Common tender document to all stations mentioned here in above will be available on website www.ser.indianrailways.gov.in This facility is available during the period mentioned in the tender notification and the same can be downloaded and used as tender documents for submitting the offer separately for each station/Tender case. The facility is available on free of cost but a Demand Draft **payable** to FA & CAO, S.E. Railway,Kolkata towards the cost of the tender form should be enclosed at the time of submitting the tender.

TENDER

On behalf of President of India, Senior Divisional Commercial Manager, S.E.Rly, Kharagpur invites sealed tender up to 15.00 hrs. of 25.10.2018 for exclusive rights for display of Commercial Advertisement at *Station Concourse area, Station Platform, FOB, etc.* of 13-stations mentioned in item No-12 above.

SCOPE OF THE WORK:

1. Advertisement to be displayed inside the Station, like *Station Concourse area, Station Platform, FOB, etc. as specified in the tender vide item12, in the form of boards,glowsign boards, pillar kiosks, electronic boards etc*
2. No structure will be allowed to be constructed for displaying in open area on platforms.

TENDER FORM IS NOT TRANSFERABLE

The Tender form should be accompanied by a Money Receipt issued by DC/Cash/ S.E.Rly,/Garden Reach or DC/ Cash/S.E. Railway/Kharagpur or Demand Draft drawn on any scheduled Bank in support of Earnest Money Deposit (**EMD**).

OFFER OPEN FOR A PERIOD OF 90-DAYS.

a) For the due performance of the work with the stipulation to keep the offer open for the period specified below, the tenderer shall hold the offer open for a period of 90 days from the date fixed for opening the same, it being understood that the tender documents have been sold/ issued to the tenderer and the tenderer is being permitted to tender on consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify terms and conditions thereof in a manner not acceptable to the FA & CAO/ DRM/ ADRM/ Sr. DCM of S.E.Rly, should the tenderer fails to observe or comply with forgoing stipulation that the aforesaid amount for advertising display at the station/area, shall be liable to be forfeited to the Railway.

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

SOUTH EASTERN RAILWAY

TENDER

To
The President of India
Acting through the Sr. Divl. Commercial Manager
S. E. Railway/Kharagpur

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 accept 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. _____ drawn on ----- -Bank _____ for the station _____ forwarded herewith as Earnest Money Deposit (Name of the station/area to be mentioned and marked).
3. The full value of earnest money deposit (EMD) shall stand forfeited without prejudice to any other rights or remedies if,
 - a) I/We do not execute the contract documents within 15-(fifteen) days after receipt of notice issued by the Railway Administration that such documents are ready, or
 - b) I/We withdraw my/ our offer within the validity date.
4. 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 with full Address

Signature of Tenderer/s

Date:

Full Address:

1.

2.

15. TERMS AND CONDITIONS: For exclusive advertisement rights at “Inside area” of 13-Nos Stations

TENDER NOTICE NO: - Com/G30/Com.Pub/Inside area/13-Stn/KGP/18

A. General Conditions

1. Eligibility criteria;- The Tenderer/s shall comply with the following eligibility conditions.

- (i) Any corporate House or Registered Advertising Agency or any other individual Advertiser can quote in open tender. The offer should be submitted in the original tender document.(Downloaded tender form should accompany a DD towards cost of tender forms drawn in favour of FA & CAO/S E Railway/Garden reach/Kolkata-43).Separate tender form should be submitted for each Stations.
 - (ii) Agencies/Tenderer(s) should have the past experience of minimum 2(Two) years in the field of Commercial Advertising, even be outside the railways.
 - (iii) The Agencies/Tenderer should have an annual turnover of minimum 50% of the quoted value.
 - (iv) Income tax return of the previous year to be submitted.
 - (v) The tenderer should have a valid trade license.
 - (vi) The tenderer should have a GSTN No.
 - (vii) Copy of PAN card to be submitted.
 - (viii)The Earnest Money to be submitted in the form of Demand Draft only, drawn in favour of FA & CAO/ S E Railway/Garden Reach/Kolkata-43.(Cheques, Bank Guarantee, FDR's etc. will not be accepted and the tender form will summarily be rejected). Earnest money should be submitted separately for different Stations.
 - (ix) The tender documents must be properly signed and stamped by the Tenderer/s in every page. (1) In case of a partnership firm-an attested copy of the partnership deed should be enclosed with the tender document.(2) In case of limited company- attested copy of Memorandum and Article of Association and incorporation certificate should be submitted.
 - (x) In case of Sole proprietorship firm-certificate from a chartered account must be attached.
2. The tenderer/s should make out a master plan of different media to be displayed (size, location etc.) and take the approval of the Competent Authority before displaying the same after execution of formal contract agreement.
3. The Corporate House or Advertising Agency or any other individual Advertiser should certify that in case of any breach in the contract, a fine of Rs.1000/- per case could be imposed.
4. No commission of any type will be paid to either any Corporate House or any add- Agency or any other individual Advertiser.The advertisement rights for a particular station/area and its associated circulating area will be valid for a period of 3 (three) years (extendable by another 02-years) and required advance payment by one month before start of the next contractual year.
5. The tenderer or tenderers shall quote his/their bids in figures and words at nominated page/s.
6. All tenders must be addressed to Sr. Divl. Commercial. Manager. S.E. Railway, Kharagpur Division and submitted in person.
7. Tender containing omissions, alterations or corrections must be attested by the tenderer concerned, otherwise will summarily be rejected.
8. A tender must be accompanied with a money Receipt/Demand Draft for the sum paid towards Earnest Money for the individual Stations (schedule available at item no-12). However no interest will be paid on it.

9. Tender offer shall be kept open for 90 days from the date of opening of the tender failing which the E.M.D. of the successful tenderer/s will be forfeited. However the EMD of unsuccessful tenderer/s will be refunded within a reasonable time but without any interest.
10. The successful tenderer shall execute an agreement with The President of India acted through the Sr. Divl. Commercial Manager/ S. E. Railway/ Kharagpur within 15-days from the date of receipt of acceptance letter, failing which, the tender will be cancelled and Earnest Money Deposit forfeited.
11. The Commercial Publicity right of Stations is vests with successful tenderer only.
12. There is no objection if the tenderer engages any agency for the purpose of fabrication, painting and selling advertisement space directly to the user. All advertisers will have to deal directly with the tenderer and Railway will not be responsible for any claim whatsoever in this regard.
13. Transfer of sole rights to any other agency is not permitted. However the successful tenderer will be allowed to sublet fully/partly of their allotted advertisement space to any other party/s if they desire under their own banner with the permission of the railway but not transfer their license.
14. **The tenderer/licensee should mandatorily and prominently carry hallmarking of their name, authority No. and validity period in all displaying advertisements.**
15. In any case the railway administration shall not be held responsible to bear any compensation for any loss or damages to the licensee.
16. The tenderer is solely responsible for any dispute/damages/claims arise out of this contract.
17. The discretion for final acceptance of the tender shall rest with Divisional Railway Manager/ South Eastern Railway/ Kharagpur, who reserve the right to accept or reject any tenders without assigning any reasons whatsoever.

B. SPECIFIC CONDITIONS:-

- 1) The Sole Commercial Publicity rights would mean that the successful bidder will only have the right to put up advertisements in the form of boards ,Kiosks, Glow sign, electronic boards etc. at the specified "Inside area" of the Stations.
- 2) The successful tenderer should make a plan of different sites and media to be displayed at each Station and take the approval of the competent authority before displaying the same maintaining the aesthetics of the area.
- 3) The entire advertising material etc. shall be installed and maintained throughout the currency of the contract by the tenderer at his own cost. Administration will not be responsible for loss or damage or theft to any of the advertising material.
- 4) Clear proposals and diagrams are required to be submitted by the tender for permission before displaying the same at any Stations.
- 5) The proposals will be permitted taking into the account the aesthetics, beauty, safety of the Stations and congestion constraint of the whole area.
- 6) No claim will be entertained regarding non-clearance /refusal of any proposal made by the tender/licensee.
- 7) **Separate tender form is to be submitted for each Stations. No clubbing is permitted in any form.**

- 8) The existing running contract at respective Stations will complete their terms and after expiry of their contract the new contract will commenced.
- 9) Currency of contract will be for 03 (Three) years principally (extendable by another 02-years) commencing from the 15th day from the date of executing the agreement or date of issue of work order whichever is earlier in the first year. On Completion of three years contract period, the contract may be extended for further periods of 02-years subject to satisfactory performance and timely payment of license fees and other dues. In this score railway administration's decision is final.
- 10) The license fees will be escalated @ 10% every year after 02-years. (There will be no escalation of license fees for first 02-years of contract).
- 11) The licensee should obtain prior approval from the Railway administration for all advertisements to be displayed. Advertisement 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.
- 12) The licensee will have advertisement right confined only to the area leased out to him for display of publicity under the contract.
- 13) Additional sites may be permitted subject to availability of space and feasibility of the sites. For those additional sites, charges will be levied on pro-rata basis (Bid offer divided by total area mentioned in the tender).
- 14) Advertisements should not interfere/obstruct the railway signals or railway working.
- 15) The administration reserves the rights to remove any advertisements for the purpose of painting or repair of the space given for advertisement or to direct the tenderer to shift the advertisement to another place, if necessary to do so and it would be without any compensation.
- 16) Any failure on the part of the tenderer in clearing the dues within the stipulated time will result in cancellation of the contract forthwith and advertising material will be confiscated and security deposit liable to be forfeited.
- 17) The tenderer should indemnify the Railway administration against any loss or 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.
- 18) Tenders in sealed cover addressed to Sr. Divl. Comml. Manager/S.E. Railway/Kharagpur duly super scribing **"Tender for Inside area advertisement at -----Station" (specify name and tender case on 25.10.2018 at 15.30 hrs.** In presence of the tenderer or their authorized representatives, in the office of the Sr. Divl. Commercial Manager /S.E. Railway/Kharagpur.
- 19) If the tenderer/s deliberately gives wrong information in his/their tender or create/creates the circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 20) 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.
- 21) Non- compliance with any of the conditions set forth in above is liable to result in the tender being rejected.

- 22) The authority for acceptance of the tender will rest with the Divisional Railway Manager (Commercial) S.E Railway/ Kharagpur.
- 23) The successful tenderer shall be required to execute an agreement with the President of India acting through Senior Divisional Commercial Manager of S.E. Railway/ Kharagpur, which will detail the modalities of carrying out his business of installation of advertisements in each area as the case may be within 15 days from the date of receipt of acceptance letter.
- 24) 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.
- 25) The tenderer/s should sign every page of the tender documents and submit all of those.**
- 26) The submission of tender by a tenderer implies that he has read and will abide by the conditions stated accompanying the tender form.
- 27) Tenderer/s is requested not to offer conditional tender as the same is liable to be rejected.
- 28) No separate conditions should be quoted in addition to the tender conditions.
- 29) For carriage of advertising material the tenderer/s will make their own arrangement either by rail or any other transport. The Railway administration will not take any responsibility whatsoever in this regard.
- 30) The tenderer /s should go through all the conditions and specifications carefully before submitting his/their tender and the same shall be subject to modifications, additions or suppressions by special conditions of contract and / or specifications if any annexed to the tender forms.
- 31) The tenderer/s whose tender is accepted shall be required to appear at the office of the Sr. Divl. Comml. Manager/ S.E/Railway/ Kharagpur in person. In case of a firm or a corporation, a duly authorized representative shall so appear to execute the contract documents within fifteen days after notification that the contract has been awarded to him/them. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the value of the Earnest money Deposit accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
- 32) In the event of any tenderer/s whose tender is accepted shall refuse to execute the contract will also forfeit his earnest Money deposit.
- 33) The successful tenderer/s shall be required to execute an agreement with The President of India acting through the Sr. DCM/ S.E.Rly / KGP. The expenses of the adhesive stamps on 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.
- 34) The Railway reserves the right to cancel or reject any tender or the entire tender process without assigning any reason.
- 35) The successful tenderer's must pay the annual license fees in advance through DD or cheques from any scheduled bank Drawn in favour of FA & CAO, S.E. Railway / Garden reach within fifteen days of receipt of the acceptance letter.

36) **The license fee for every year shall be paid in advance of the commencement of the year.**

37) The Railway administration has got every right to change the location of display of advertising hoarding/boards from safety/signal point of view. The advertiser has to change the display as per the direction of Railway officials.

38) On termination/expiry of the contract, advertising materials shall be removed from the Railway premises by the licensee within 15-days from the date of termination/expiry. If the licensee fails to remove it within the period specified above, the Railway administration will be at liberty to dispose off the materials in any manner as deemed fit.

39) The Exclusive Commercial Publicity rights would mean that the successful bidder will only have the right to put up advertisements at the specified "Inside area" in the form of boards, glow-sign boards, pillar kiosks, electronic bill boards, etc. The decision of the Railway administration against any discrepancies so initiated to the successful bidder is final.

40) Electric connection will be provided on demand by the party for illuminated media. The Tenderer/s has to pay electric charges raised on their request by the Railway Electric department additionally on half-yearly/yearly basis.

41) Necessary installation charges for separate wiring (and also for meter if separate meter is desired by the party) for electric connection to the various publicity points will have to be borne by the tenderer.

42) No Specific location is nominated for display of advertisements at any station. But a master plan for the entire station has to be submitted within the area mentioned as in item-12 above by the successful tenderer which should have the prior approval of the competent authority before displaying the advertisements.

43) The tenderer should indemnify the Railway 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.

16. Penalty clause-(i) Senior-Divisional Commercial Manager 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 up to an amount of Rs.1000/- (one thousand only) on each occasion for non-compliance of the terms and conditions stipulated in this agreement.

(ii) Non-compliance with any of the conditions set forth in above is liable to result in the Agency/Advertiser's offer being regretted.

17. Determination clause- a) 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 matter will be defaced. In this case also the security deposit deposited with Railways will be forfeited and the same will be utilized for defacing of the advertisement on display on the particular Station/Area.

b)The Railway Administration reserves the right to terminate the contract without assigning any reason at any time by giving a one month notice without paying any compensation to contractor and this is binding upon the contractor for which contractor must not seek any shelter of the Court of Law and the advertiser shall remove all his advertisement materials and surrender the space as vacant failing which the Railway administration shall have the right to remove the advertisement and the Railway Administration shall not in any way be responsible for the loss or damage caused to the Licensee/Advertiser for the same.

18. Payment of Tax: Payment of tax levied by any statutory body, Govt. Organization in any form i.e. GST, 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/Kharagpur.

19. GST-The successful bidder have to pay GST @ 18 % as applicable on the License fees/Bid Value, directly to the GST department under the intimation to this office as per the extant rule.

20 .Documents to be submitted in Packet 'A' for technical offer:

Tenderer(s) are required to submit the following documents and technical details as elaborated below:

- a) Earnest Money Deposit by Demand draft only drawn on any Nationalized Bank/schedule bank in favour of FA&CAO/ S.E. Railway/Garden Reach / Kolkata.
- b) Attested copies of the experience certificate.
- c) Copy of valid Trade license.
- d) Copy of previous Financial Year, tax returns.
- e) Copy of the Pan Card.
- f) Copy of GSTN registration No.
- g) Demand Draft amounting to the cost of the tender form (non-refundable) drawn on any Nationalized bank/schedule bank, in favour of F.A. & C.A.O/S.E. Railway/Garden Reach/Kolkata, as the cost of tender documents(in case of the tender documents are down loaded from web site).
- h) Tender documents duly filled in and signed with seal in all pages.
- i) In case of a partnership firm-an attested copy of the partnership deed should be enclosed with the tender document.
- j) In case of limited company- attested copy of Memorandum and Article of Association and incorporation certificate should be submitted.
- (k) In case of Sole proprietorship firm-certificate from a chartered account must be attached.
- l) Documents related to financial position of the tenderer (Bank Statement, Company Balance sheet, PL account etc.)

Packet 'B':- Financial bid will contain the amount of 'LICENSE FEE' quoted by the tenderer/s for the first year for the Station for which the offer is made. The tenderer has to take out the Packet 'B' page (Page no-15 and 16) from the tender document and submit separately.

Note:-

- a) Packet 'A' & 'B' should be separate sealed cover indicating "Packet A" & "Packet B" Full name and address of the tenderer/s should be superscripted on these envelopes. These two separately sealed envelopes containing documents related to packet 'A' & 'B' respectively, should be sealed in another envelop with full name and address written over it indicating tender case no and name of contract (i.e. Tender for sole advertisement of _____ Station).
 - b) Incomplete tender shall be liable for rejection.
 - c) Sealed tender received after the stipulated date and time will not be considered.
- Unsealed tenders shall also be liable for rejection.**
- d) initially, only technical bid, i.e. packet 'A' will be opened on the schedule date. Only those who qualify in this technical bid, will be eligible to be called at the time of opening of financial bid i.e. packet 'B'.

21. 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 /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.

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.

The Arbitrator may from time to time with the consent of all parties to agreement extend the time for making the award.

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.

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.

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.

In this clause, the authority to appoint the 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.

Sr. Divisional Commercial Manager
S.E.Railway /Kharagpur=

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

Signature of the Tenderer

Place:

Name _____

Date:

Address _____

TENDER FORM

PACKET'A': TECHNICAL OFFER

NAME OF THE TENDERER (In block letter) :	For the office use only	
	SL.NO. _____	Date _____
FULL ADDRESS (In block letter):	MR.NO. _____	Date- _____
	Tender case No _____	

To
 Divisional Railway Manager (Commercial),
 South Eastern Railway, Commercial Branch
 Kharagpur.

Sub: Tender for display of “ advertisement at the Inside area” at _____ Station

Ref: Press notification in _____ dt _____

1. With reference to the Tender Notice No. Com/G30/Com.Pub/Inside area/13-Stn/KGP/18 Dated: _____, I/ We hereby tender for obtaining subject stated license for _____ Station 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 and the particulars are mentioned below:

DD No and date	Name of Bank & Branch	Amount (Rs.)

3. Non – refundable Bank Draft drawn in favour of FA & CAO/S.E.Railway/Kolkata 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),

DD No and date	Name of Bank & Branch	Amount (Rs.)

4. I/We have also enclosed herewith the documents indicated against item No-20 above.

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.

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 DD/Pay Order/Banker's cheque 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-days from the date of receipt of '**Letter of Acceptance**' of offer.

c. Conditional offer have given me/us.

d. I/We fail to deposit the security deposit in the form of Demand Draft or Bank Deposit Receipt (FDR) payable in favour of Financial Advisor & Chief Accounts Officer, S.E. Railway, Kolkata, of 5-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

Date:

TENDER FORM

PACKET'B': FINANCIAL OFFER

NAME OF THE TENDERER (In block letter) :	For the office use only
	SL.NO. _____ Date _____
FULL ADDRESS (In block letter):	MR.NO. _____ Date _____ Tender case No _____

To
 Divisional Railway Manager (Commercial),
 South Eastern Railway,
 Commercial Branch
 Kharagpur

Sub: : Tender for display of “ Advertisement at the Inside area” at _____ Station.

Ref: Press notification in _____ dt _____

1. With reference to the Tender Notice No. Com/G30/Com.Pub/Inside area/13-Stn/KGP/18 Dated: _____ I/ We hereby tender for obtaining subject stated license for the Station _____ 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 _____)
 towards the License fee for the first year of the above contract.
3. The contractual period of the above contract will be for 03(Three) years (extendable by another 02-years) subject to 10% escalation of license fees from 3rd year of the contract.
4. I/We shall pay the Railway Administration the quoted amount as 1st year's license fee through DD/Pay Order/Banker's Cheque drawn on any Nationalized Bank/Schedule bank in favour of FA & CAO, South Eastern Railway, Kolkata 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 year as will be payable from 2nd year onwards **at least 15 days in advance before the expiry of the tenure of the previous year** through DD/Pay Order/Banker's Cheque drawn on any Nationalized Bank in favour of FA & CAO, South Eastern Railway, Kolkata, 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 1st year contract value, in the form of Demand Draft or Bank Deposit Receipt (FDR) payable in favour of Financial Advisor & Chief Accounts Officer, S.E.Rly Kolkata, of 5-years 6-months validity within 15 (fifteen) 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 for further 30 (thirty) days 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,

Place:

Date:

Signature of Tenderer with Seal:

Sr. Divisional Commercial Manager
S. E. Rly./Kharagpur