

**Central Railway  
Office of the DRM(C), CST Mumbai.**

**NOTIFICATION**

**NO.BB.C.465.CP.TDR. Mumbai C.S.T Station & Zone No.6-Near Taxi Stand**

Senior Divisional Commercial Manager, Mumbai Division, Central Railway, Mumbai Chhatrapati Shivaji Terminus, for and on behalf of President of India invites sealed tenders on the prescribed form.

<b>Sr.No.</b>	<b>Name of work</b>	<b>Estimated earning potential for 1<sup>st</sup> year(Rs.)</b>	<b>Earnest Money deposit (Rs.)</b>	<b>Cost of Tender Document</b>
<b>A</b>	Bulk advertisement rights on existing and vacant sites at <b>Mumbai C.S.T.</b>	1,46,89,400/-	14,68,940/-	5000/-
<b>B</b>	Bulk advertisement rights on existing and vacant sites at <b>Zone No.6 Near Taxi Stand</b>	11,68,900/-	1,16,890/-	2000/-
	Last date & time for sale of tender document	Date 02-12-2015 at 17.00 hrs.		
	Last date & time for submission of tender	Date 03-12-2015 at 15.00hrs.		
	Date & time for opening of the tender	Date 03-12-2015 at 15.30 hrs.		

Prescribed tender forms can be obtained from the office of the undersigned on all working days up to 17.00 hrs on payment of the cost of tender form (Non-refundable) on production of cash receipt or demand draft/pay order issued in favour of Chief Cashier, Central Railway, Mumbai Chhatrapati Shivaji Terminus. Postal orders and Cheques will not be accepted. The tender document is also displayed on our website at **www.crindianrailways.gov.in**. If the Tender documents are downloaded from website, the payment towards cost of tender document must be submitted in the tender. Tenderer, who wants to be present at the time of opening of tenders, he/she may do so with proper identification. If the tender is unable to be opened on the date mentioned due to the date of opening is declared a holiday or for any other reason which is not under control of Railway Administration, the tender will be opened on next working day at the same time and place.

**/Divisional Railway Manager (commercial)  
Mumbai CST**

# CHAPTER – I

## INSTRUCTIONS AND CONDITIONS TO TENDERER

Name of Work: Bulk Advertisement Rights on existing and vacant sites through Glowsign Media/Mobile Charging Units at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand.

### 1 NATURE OF TENDERING:

Open Tenders are invited on behalf of President of India from Advertising Agents / Agencies other interested parties for bulk advertisement rights on existing and vacant sites through Glowsign Media & Mobile Charging Units at Mumbai C.S.T. & Zone No-6 Near Taxi Stand.

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, Ground Floor, Mumbai Chhatrapati Shivaji Terminus Demand Draft / Pay Order of appropriate fees separately for each station as mentioned in notifications in favour of Chief Cashier, Central Railway, Chhatrapati Shivaji Terminus Mumbai. Postal Orders and Cheques will not be accepted.

### 2 Duration of contract:

i.The period of the contract shall be, unless determined under any provisions hereinafter contained in that behalf, for **THREE** years from the date of commencement of the contract.

ii.The existing commercial publicity contracts shall be handed over to the licensee after their contractual period.

iii.All new sites displayed and existing sites taken over during the contract period will be co-terminated with the original contract.

3 The tender documents are non-transferable. The cost of tender documents is not refundable.

4 The Tender document and commercial bid in the given format at Annexure-V for the bulk tender area mentioned at Annexure – I of this Tender has to be submitted in original and duly signed and stamped on each page, complete in all respects shall be enclosed in an 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. This envelope shall then be sealed and the following shall be super scribed on the envelope.

### **“Tender for bulk advertisement rights on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division”.**

This envelope should be addressed to Sr. Divisional Commercial Manager, Central Railway, Chhatrapati Shivaji Terminus, Mumbai - 400 001. The Tender should be either deposited in Tender Box in the Office of Sr. Divisional Commercial Manager, Mumbai CST - 400 001 before closing of the Tender box.

5 Instructions and conditions to Tenderer (Chapter I), General Conditions of Contract (Chapter-II), and Annexure 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, Central Railway, Mumbai Chhatrapati Shivaji Terminus, Mumbai - 400 001.

6 The Tenders shall be received up to **15.00 hrs. of 03-12-2015** in the office of Sr. Divisional Commercial Manager, Central Railway, Mumbai Chhatrapati Shivaji Terminus, Mumbai - 400 001. **The tenders will be opened at 15.30 hrs. on 03-12-2015.**

7 The Tenderer or their authorized representatives can be present at the time of opening of tender with proper identification.

## 8. **EARNEST MONEY DEPOSIT (EMD):**

i. The tenderer shall deposit EMD in favor of the **Sr. Divisional Finance Manager or chief cashier, Central Railway, Mumbai. Tender submitted without EMD will be summarily rejected.** The EMD should be payable at 10% of RP of 1<sup>st</sup> year for bulk tender area as mentioned in **Annexure I** of this tender document.

ii. The Earnest Money of the unsuccessful tenderer shall be returned to the tenderer 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. The Earnest Money should be furnished in any of the following forms:

a) Fixed Deposit receipt in favour of Sr. Divisional Finance Manager, Mumbai CST on account of the Tenderer issued by any of the Nationalized Banks/Scheduled Banks approved by Reserve Bank of India.

b) **Pay Order and Demand Draft** should be drawn in favour of the **Senior Divisional Finance Manager or chief cashier, Central Railway, Mumbai** and endorsed "**Account Payee**".

c) **Tenderer should note that EMD in the form of cash or Bank Guarantee and FDR is not acceptable.**

i. 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

ii. 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.

iii. No interest will be payable by the Railways on the Earnest Money.

iv. 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.

v. The Earnest Money of the successful tenderer can be adjusted against the security deposit/rental charges, if so desired by the tenderer.

If the successful tenderer fails to honor the contract and to deposit the license fee **within 15 days** from the date of acceptance of the offer then the Earnest Money shall be liable to be forfeited by the Railways.

vi. The Railways will return the Earnest Money of all unsuccessful tenderer within reasonable time after the finalization of the tender.

## 9. **Scope of work:**

a. The tender is meant for earmarked area of all existing sites and vacant sites as mentioned in the Annexure VI.

b. The object of this tender is to shape looks of the stations attractive and aesthetic for exhibition of advertisements.

c. **Additional area on pro-rata allotment:** The Licensee will be allotted extra sites over and above the earmarked area only after getting the technical and aesthetical feasibility of the sites from the Railway Administration. However, for this purpose, the licensee will have to pay additional license fee on pro-rata basis. The extra sites will automatically be included in the scope of the tender for collection of security deposit and license fee for subsequent years. These extra sites will be co-terminated with original contract.

All existing sites earmarked in Annexure-VI will be handed over to the Licensee after ending of their contractual period. The contract period of existing sites taken over and extra sites developed during the contract period of Bulk contract will be co-terminated with the original contract irrespective of the period these sites are in display.

d. The party can modify and upgrade the existing media after taking over subject to necessary approvals and payment of extra license fee for any additional area.

e. The licensee will have to erect and display media at his own cost and risk.

f. The licensee should also submit the display plan for existing or new sites for prior approval before physical execution of the work.

**g.** Advertisements should not interfere and obstruct Railway signage and local indicators and other information boards.

**h. Display Media:** Boards, glow signs and hoardings at the earmarked locations of stations.

**i. Locations for display of advertisements:** Existing media will be displayed at given locations of existing contracts. The extra sites for new media and existing media will be permitted at approval locations with additional payment.

**j. Exempted media:** Publicity contracts for passenger information system such as dual display system on UTS & PRS counters, branding of Railway signage and other works of passenger amenities with publicity rights.

**k.** Proposal for any new site other than the existing and vacant sites enlisted in the Annexure-VI from any other party shall be first offered to the Bulk contractor as a first claim. If the same is not accepted by the bulk contractor within 15 days from the date of offer, the same shall be allotted to the new party at the same tender rate or current tariff rate whichever is higher.

**l.** Administration reserves the right to accept fresh proposals on first come first serve basis for new sites as per existing practice till such time this bulk contract comes in to force. However, existing contracts whose original contract periods expire will be extended on request for short periods or till such time the bulk contract comes in to force and the same will be handed over to the Licensee.

**m.** If for any reasons, the Railway administration asks the bulk contractor to remove any allotted advertisement site/s, the same should be removed by the contractor at his cost at a short notice. However, the contractor may apply for alternate sites in lieu of removed sites. The same can be considered if it is found feasible, if for any reason an alternate site can not be provided, then the scope of tender will be reduced to that extent. Senior divisional commercial Manager is a competent authority to decide such cases.

**n.** The additional sites which are developed due to new development works like new booking offices, concourses, PRS centers, FOBs etc may be offered to the bulk contractor. A time limit of 15 days from the date of offering these additional spaces for advertisements may be fixed for the party to decide in this matter. Thereafter, fresh open tenders will be floated for these additional sites/ locations.

- 10.** 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.
- 11.** 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 quotations from the tenderer, if he fails to submit the same, his offer will summarily be rejected.
- 12.** All tenders shall be submitted in the attached prescribed form failing which they are liable to be rejected.
- 13.** All the terms and conditions mentioned in this document must be read carefully and a copy of this must be signed on each page by the tenderer and submitted along with essential documents mentioned in the clause no.1.11 of chapter I, failing which their offer will be rejected.
- 14.** 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.

**15. COMPULSORY DOCUMENTS TO BE ACCOMPAINED WITH THE OFFER.**

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

- i. Covering Letter & Tender papers complete in all respects signed on each page by the tenderer giving full details of address and telephone numbers of the agency.
- ii. Quotations must be given for the tender area as mentioned at **Annexure – I of this Tender document and has to be submitted in Schedule of Rates at Annexure-V** of this Tender Document for the first year both in words and figures. Quotations in any other form as per this document shall not be considered. No offer should be quoted "On Client Basis". No commission shall be payable to the tenderer by Railways. **Quotations must be mentioned only in the Annexure V- Scheduled of Rates enclosed in the Tender Document.**
- iii. Earnest money deposit in prescribed form.

**16. RAILWAY MAY DEMAND FOLLOWING DOCUMENTS IF REQUIRED:**

- i. A copy of PAN Card & Latest Income Tax Return as a proof of being Income Tax Payee.
- ii. Audited Balance Sheets for the last 3 (Three) years should be submitted for verifying financial standing of the company.
- iii. Details of the last 3 years' experience in Advertising or a related field with supporting documents.
- iv. As a proof of address, a copy of Ration Card/ Electricity Bill/ Passport/Election Card or any other authentic document.
- v. If the tenderer is individual, a copy of certificate of registration; if partnership firm, a copy of partnership deed or if a limited company, a copy of articles of association and names of directors.

**17. VALIDITY OF OFFER:**

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.

**18. COMMENCEMENT OF CONTRACT:**

- i. **The** Licensee will be permitted 60 days validity period for carrying out the contract from the date of issue of display authority. Within this period the licensee will have to complete the work of erection of media and of getting electricity connected to publicity points. Any delay in energization of glow signs(provided no display is fixed) and permission for erection of hoardings on Railway account will only be considered for any type of abatement in commencement of contract for such portion of area on the basis of confirmation letter from the department concerned for the delay. However the commencement of contract for the bulk contract will be fixed after lapse of 30 days. Later on when glow signs are energized and permission granted for erection of hoardings, these sites will be deemed as existing sites taken over during the currency of the contract for fixing the contract term. The above relaxation will only be considered when the party complies with the clause no.1.17 (electricity) and 1.21(ii)(d)(hoardings).
- ii. The licensee will have no claim over the existing sites for display till their original term is over.
- iii. The Railway will reserve the right to extend the contracts of existing sites or allot new sites at Mumbai C.S.T. Station & Zone No.6-Near Taxi Stand for short term till such date the bulk contract comes into force.
- iv. As and when the existing sites are taken over and extra sites developed, the contract period of these sites will be co-terminated along with the original contract.

**19. ADDRESS FOR CORRESPONDENCE:**

The correspondence and documents relating to the tender should be sent to **Senior Divisional Commercial Manager, DRM's Office, Ground Floor, Central Railway, Chhatrapati Shivaji Terminus, Mumbai- 400 01.**

**20. DESCRIPTION OF LOCATIONS AND MEDIA:**

The details of the tender of Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand. , are given in **Annexure –I** and list of existing sites and vacant sites are given in **Annexure-VI**.

**21. RATES DURING NEGOTIATION:**

The tenderer/s shall increase his/their quoted rates in case the Railway Administration negotiate for increase in rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

**22. COMPLIANCE TO TENDER CONDITIONS, & SPECIFICATIONS:**

**i.** The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation 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 quotations. 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 existing and vacant sites at Railway stations and other premises. The intending tenderer can take help of commercial publicity inspector to check the locations of tender area including existing sites and vacant sites as given in the **Annexure-VI** from the date of issue of Notice Inviting Tender. Any submission of a quotation 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-VI**. Any difficulty being faced by the tenderer during the execution of contract shall not be entertained.

**23. 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.

**24. ATTESTATION AND ALTERATIONS:**

**i.** All offers shall be type 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.

**25. 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.

**26. AUTHORITY FOR ACCEPTANCE:**

The authority for the acceptance of the tender will rest with the Railway Administration, on behalf of President of India, who shall not be bound to accept the highest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Railway Administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to reduce the work or to accept any tender for less than the tendered area without assigning any reason whatsoever.

- 27.** Partnership deeds, Power of Attorney etc: The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, the tenderer should submit an authorization from partners authorizing him to sign the tender documents on behalf of partnership firm. The tenderer may be asked to submit certified copy of partnership deed if required by the Railway Administration. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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.
- 28.** 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.
- 29. AGREEMENT:**  
The successful tenderer/s will have to execute an agreement on non-judicial stamp papers of due value in duplicate with the President of India acting through the Senior Divisional Commercial Manager, Mumbai division, Central Railway, Divisional Railway Manager's Office, Chhatrapati Shivaji Terminus, Mumbai- 400 001, and the charges or taxes for the same shall be borne by Licensee.

## CHAPTER – II

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1 INTERPRETATIONS OF TERMINOLOGY USED:

The following terms wherever occurring in the tender papers and wherever used throughout the installation/display of advertisements, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

\* **Contract** means the Contract between Railways represented by Senior Divisional Commercial Manager on one part & other part resulting from the acceptance of offer of the tenderer either in whole or in part.

\* **Railway Administration** means the president of the Republic of India or the Administrative officer of Central Railway or Divisional office or of his successor authorized to deal with any matters with which these presents are concerned on his behalf.

\* **Divisional Railway Manager** means the officer in administrative charge of this Division of Central Railway and shall mean and include the officers to whom the functions are delegated.

\* **Senior Divisional Commercial Manager** means the officer in-charge of the commercial branch or any other officer assigned to discharge his duties of Mumbai division of the Railway.

\* **Month** means any consecutive period of thirty days/ or calendar month.

\* **Area** means ear marked area of various media in square feet for installation/display of advertisements.

\* **Tenderer** means advertising agents / advertising agencies and other interested parties, who submit the Tender, which has been invited.

\* **Writing** includes all matters written, typewritten or printed either in whole or in part.

\* **Licensee/contractor/party:** advertising agency/agent/company participated in tender and offered quotations and whose offer is accepted as per the terms and conditions of the tender.

#### 02. ADDRESS FOR CORRESPONDENCE:

The correspondence and documents relating to the tender should be sent to **Senior Divisional Commercial Manager, DRM's Office, Ground Floor, Central Railway, Chhatrapati Shivaji Terminus, Mumbai- 400 01.**

#### 03. LICENCE FEE / RENTAL CHARGES:

i. The Licensee is permitted to pay half yearly payment of due license fee in advance of 15 days before commencement of due term of the due contract period.

ii. Delay of more than 15 days from the beginning of due term of contract period will attract 12% per annum on due amount for the period from the due date to its clearance as penal charges.

iii. In the event of failure to deposit the License fee within 15 days in advance from the date of issue of letter of allotment, or from the commencement date of due term of the contract period, and any irregularities in the payments, the Railway Administration shall initiate an appropriate action against the licensee as deemed fit such as forfeiture of earnest money deposit, security deposit and termination of the contract.

#### 04. SECURITY DEPOSIT:

i. Security Deposit equivalent to **20% of license fee.** Security deposit shall be separately payable for the additional area displayed if approved.

ii. The Earnest Money deposited by the licensee against this particular contract will be converted in to initial security deposit on the issue of LOA. The balance amount of security deposit could be in any one of the forms mentioned below:

a) Pay order/demand draft/Banker's cheque from a Nationalized or a Scheduled Bank (approved by RBI) in the name of Chief Cashier, C.Rly. Mumbai CST.

b) Fixed Deposit Receipt (FDR) issued by a Nationalized Bank or a Scheduled Bank (approved by RBI) in favour of Senior Divisional Finance Manager, Mumbai. FDR should be 3 months more than the total contract period.

**c)** Irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Bank (approved by RBI) in the name of Senior Divisional Finance Manager, Mumbai CST. The validity period of BG should be 3 months more than the total contract period.

**iii.** 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. Security Deposit will be refunded on satisfactory completion of the contract period taking into consideration that all Railway dues are cleared.

**05. FAILURE TO PAY CHARGES**

In the event of failure of payment of license fee or any other charges payable to the Railway Administration, the Railway Administration will be at liberty to forfeit Earnest Money/Security deposit/claim on bank guarantee/en-cash of FDR and discontinue the displays forthwith and confiscate the advertisement and other materials of the licensee without prejudice to any rights of the Railway administration and to cancel the contract and also black list the agent/agency and cancel his recognition as an authorized agent.

**06. A) Work Order Display Authority** for initial Display/change of Display will be issued only on receipt of payment/License Fees & only for a period for which License fees is received. Non-issue of Display Authority for want of payment will not make Railway Liable to pay refund or damages on that account & licensee shall remain solely responsible for the same.

**B) Display Conditions:**

**i. Approval and Restriction on Displays:**

- a.** The contractor shall take prior approval of the text/design of the advertisement.
- b.** It has to be ensured by Contractor that the Advertisements displayed are decent and take care of aesthetics and does not give a cheap or vulgar appearance.
- c.** The Advertisements will be subject to the normal restrictions in respect of certain category of Advertisements such as smoking, wines and alcoholic drinks, Gutka, Pan Masala, Bidi/Cigarette, having erotic background scenes, competitive advertisements from any Road Transport Companies/Airlines and from Private Insurance Companies offering policies against Railway accidents. The advertisements should not propagate any religion or religious belief or have picture of the leaders of the particular sect or religion.
- d.** The advertisements should not have pictures of political parties and/or their leaders.
- e.** 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.

**ii. CONDITIONS FOR ERECTION AND DISPLAY OF VARIOUS MEDIA :**

- a.** 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 Station Managers and Sectional Engineers of Engineering & Electrical Branch.
- b.** Displays should be uniform in size and distributed along the length of the platform or other area. They should be displayed in a suitable manner to surroundings. They should not cause congestion/ clutter and not reduce the ventilation and ambience of the area.
- c.** 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.
- d. Hoardings:** - Licensee should submit the structure design and location plan for erection of hoarding sites for necessary approvals from the engineering department within 15 days from the date of issue of display authority failing which it is deemed that the party is not interested in displaying of such hoarding area, afterwards the Railway shall not consider any relaxation in commencement of the contract for such area as well as in the scope of tender area.
- e.** It is personal responsibility of the Licensee to take all kinds of permissions/NOCs from outside agencies like Municipality, Road Transport Authority etc.
- f. The** Licensee will have no right over the hoarding structure after the termination or completion of the contract; they will become property of Railway Administration.

- g. New** Areas for hoardings are subject to Engineering (Railway) feasibility. If new areas for hoardings are not found feasible from Engineering (Railway) point of view, the new areas are subject to modification/change/cancellation.
- h.** In case the structure of hoardings need repairing, strengthening and reinforcing due to wear and tear, the agency should take up the work with the advance approval of engineering department and carry out the work under supervision of engineering department. It is responsibility of the Licensee to ensure the stability of the structure before display of hoardings.
- i.** The structures of hoardings 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.
- j.** The licensee shall erect /display the hoardings in such a manner that they do not obstruct the view of display of advertisement in the vicinity and Railway signage and information boards.
- k. Boards, Glow signs:-**The frames of boards and boxes of Glow signs should be sturdy and corrosion resistant and uniform in size and display. The material for fabrication of board frames and glow sign boxes should preferably be powder coated aluminum sheet. The boxes of glow signs meant to be installed without any shelter or roof above should be so designed as to prevent entry of water inside, even under heavy rains. Weatherproof polymer linings should be used.
- l.** The boxes for Glow signs should have tube-lights of standard make with ISI mark, complete with all fittings including chokes, starters, wirings etc. Adequate number of tube lights should be used for the said boxes of different sizes to have uniform and effective illumination. The electrical wires should be properly secured and concealed in order to avoid its loose dropping. Electrical insulation and safety aspects should be ensured.
- m.** The changes in the dimensions of the displays may be permitted subject to its feasibility.
- n.** The licensee shall display the boards and glow signs with sturdy angles in such a manner that they should be safe and sturdy and further they should not obstruct Railway signage/information boards, train indicators and clocks etc.
- o.** The mostly display of media should be placed parallel to the passenger movement in the station building, on the end platforms along the walls and clamped on the roof structure parallel to the track, on the Island platforms should be clamped on the roof structure parallel to the track on the center of the platform or be placed around the pillars and on the FOBs should be along the length of the FOB.
- p.** The licensee shall realign, re adjust, or shift the displays whenever called upon by the competent authority to do so at his own cost without claiming any compensation.
- q.** In case of the structure of the media need repairing, strengthening and reinforcing due to wear and tear; the agency should take up the work at his own cost under supervision of engineering department. It is responsibility of the Licensee to ensure the stability of the structure before display of glow signs or other media.
- r.** The structures of display media 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.
- s.** 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.

## **07. Restrictions on Publicity Rights:**

- i.** Railway Administration reserves the right to disallow the party to display any media at the allotted locations and areas which are not suitable to the area, not compatible to the working of the Railways, infringing the safety and damaging the aesthetics of the areas of the existing as well as additional sites.
- ii.** Railway administration reserves the right to disallow the party to claim on the displays of the contracts which are allotted by the Railway through any scheme under BOT, BOLT, BOOT, and PPP model.
- iii.** Railway Administration does not permit display of advertisements through the media which are against the policy of Railway Administration.

**iv.** Railway reserves the right to disallow publicity which, in the opinion of Railway, have a bearing on safety, aesthetics, security, synchronicity with existing sites and anything which violates the laid down Railway procedures/norms.

**v.** Railway reserves the right to display Railway signage, pictograms, indication boards, other types of electronic media on its own for the sake of Railway System.

**vii.** If awarded station is notified as Adarsh station by Railway Board for improvement and up gradation of facilities of the station, Advertised sites in display as deemed necessary should be removed for undertaking the work in this regard.

**viii.** Licensee should remove the sites in display at the short notice without claiming any compensation or damages when the Railway Administration asks the Licensee to do so for the sake of safety operations of the train services and for carrying out any emergency construction work.

**ix.** Displays on Catering Stalls, Book Stalls, STD/PCO booths, other information booths and Toilets allotted under BOT/PPP schemes. Licensee shall have no rights on these places.

**x.** Licensee shall not have rights on Public Telephone Booths; Coin operated Pay phones, ATMs, Weighing machines, Film shootings and any type of promotional activities like table space, look-walkers and road shows etc.

**xi.** Further Railway will reserve the right to declare or notify any area to be exempted from the scope of the tender at any time during the currency of the contract for the purpose of Railway usage and functioning of Railway system. This exemption will become neither a cause for the breach of contract, nor the Railway Administration is liable to pay any type of compensation or damages to the Licensee.

**08. 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.

**09. Penalty clause:**

If the Licensee displayed advertisement in excess area/displays without prior permission from the Railway Administration, the licensee is liable to be charged for such advertisement/excess space at FIVE times of the tender rate as penalty for such displays. In addition, the Railway Administration has right to take away all such advertisement materials at the Licensee's cost.

**10. 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".

**11. ELECTRICITY AND OTHER CHARGES:**

The Licensee should apply to the Railway for electricity connections for various publicity points by completing all formalities and paying security deposits, augmentation charges, and electricity bills.

The party should apply for electricity supply to publicity points within 15 days after issue of display authority otherwise it is deemed that the party is not interested for electricity connection. Afterwards Railway shall not grant any relaxation in commencement of the contract for glow sign area as well as in scope of tender area.

**12. TERMINATION:**

**a).** The Railway Administration reserves the right to terminate the contract fully or partially, without assigning any reason / reasons other than in para ©, (d) herein at any time, by giving notice of not less than three months and the Contractor shall not be entitled to any damages or compensation by reason of such termination other than the proportionate abatement of license fee for the period of non display.

**b).** The licensee is also permitted to foreclose his contract by giving notice of not less than THREE MONTHS.

**c).** In case the Licensee fails to start the work within the given validity period and is not willing or responding to continue, the paid rental charges will be forfeited and the contract will be terminated.

**d).** In case of breach of any of the conditions mentioned herein the agreement shall be liable to be terminated summarily without assigning any reasons and the decision of the Senior Divisional Commercial Manager in this regard will be final and binding on the licensee. In that event, the security deposit of the licensee shall be forfeited. The tender will be invited fresh at the risk and cost of the licensee.

**13. 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 how so ever 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 Railway 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.

**v.** No Railway facilities such as pass, concessional ticket consideration of employment in Railways will be available to Contractor's employees. The Contractor shall be fully responsible for the welfare of his employees.

**14.** This contract is entered into on the express understanding that if for any reasons/causes, the Railway administration is unable to provide the space to exhibit either in full or in part for the full terms of the contract, the Railway administration will allow from the display charges a proportionate refund of the un-expired period and non-display area of the contract and no other claim on account of such non-exhibition shall be made or be maintained by the licensee against the Railway administration.

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

**16.** The Railway Administration reserves the rights to develop, create and award any media without infringing the earmarked area/media of the licensee.

- 17. Service Tax:** As & when it is notified for collection of service tax on commercial publicity contracts on Railways, the contractor should pay the service tax at the applicable rates on the license fee to the Railway Administration from the date of such applicability.
- 18.** 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.
- 19.** The licensee shall not assign, transfer, mortgage, and sublet the privilege conferred under this agreement.
- 20.** 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.
- 21.** 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.
- 22.** 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.
- 23. Dispute/Arbitration:**
- i.** 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 sole arbitration of the Gazetted Railway Officer, Central Railway to be appointed by General Manager, Central Railway. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant has expressed views on all of the matters under dispute or difference. The award of the Arbitration shall be final and binding on the parties to this contract.
  - ii.** It is further a term of this contract that no person appointed by the authority as aforesaid should act as Arbitrator.
  - iii.** 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.
  - iv.** 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.
  - v.** 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.
  - vi.** 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.
  - vii.** In this section the authority, to appoint the Arbitration includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
  - vx.** 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.
- 24. Mumbai Jurisdiction:**  
In case of any dispute, any suit, petition, reference or other filing shall be subject to exclusive jurisdiction of the Court at Mumbai city of India.

**Annexure - I**

**CENTRAL RAILWAY**

**MUMBAI DIVISION**

**Description of tender**

**Tender:** Bulk advertisement rights through Glow sign media and Mobile Charging Units on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division of Central Railway:

**Scope of tender area:** Licensee will have licensing rights on all existing sites (after expiry of their contractual period) and vacant sites.

**Additional area on pro-rata allotment:** Licensee can develop and display extra new sites as per their feasibility on payment of extra license fee on pro-rata basis.

**Contract period:** 3 years. Contract period of existing sites and extra sites will be co-terminated with the original contract irrespective their duration of their display from the date they will be taken over or developed and displayed.

**Security deposit:** 20% of the license fee. Additional Security deposit at the rate of 20% should be paid for approved extra sites.

**Display Media:** Boards, glow signs and hoardings at the earmarked locations of stations.

**Locations for display of advertisements:** Existing media will be displayed at given locations of existing contracts. The extra sites for new media and existing media will be permitted at approval Locations with additional payment.

<b>Sr.No.</b>	<b>Name of work</b>	<b>Estimated earning potential for 1<sup>st</sup> year(Rs.)</b>	<b>Earnest Money deposit (Rs.)</b>	<b>Cost of Tender Document</b>
<b>A</b>	Bulk advertisement rights on existing and vacant sites at <b>Mumbai C.S.T.Station</b>	1,46,89,400/-	14,68,940/-	5000/-
<b>B</b>	Bulk advertisement rights on existing and vacant sites at <b>Zone No.6 Near Taxi Stand</b>	11,68,900/-	1,16,890/-	2000/-

**Name of tenderer**

**Signature of tenderer**

CENTRAL RAILWAY

MUMBAI DIVISION

**Tender Application**

Tender Application for bulk advertisement rights on existing and vacant sites through Glowsign media and Mobile Charging Units on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division of Central Railway:

**Date:**

**To,**

**The President of India,  
(Acting Through)  
The Senior Divisional Commercial Manager,  
Central Railway, Mumbai Division,  
CST Mumbai.**

Dear Sir,

- 1) I/We \_\_\_\_\_ hereby tender for bulk advertisement rights on existing and vacant sites through Hoarding/Board/Glowsign media at \_\_\_\_\_ Station.
- 2) I / we have quoted the rates in Annexure-V.
- 3) 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:**

**Annexure - III**

**CENTRAL RAILWAY**

**MUMBAI DIVISION**

**Agreement Form**

**Tender No. BB.C.465.CP.Bulk.TDR.** Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division.

**Name of the work:** - Bulk advertisements rights on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division of Central Railway:

**To,  
The President of India,  
(Acting Through)  
The Senior Divisional Commercial Manager,  
Central Railway, Mumbai Division,  
CST Mumbai.**

I/We \_\_\_\_\_ have read the various conditions of the tender attached herewith and agreed to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 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". I/We offer to take sites at the rates quoted in the attached **Annexure V-A.**

I/We also hereby agree to abide by the General conditions of contract.

A sum of **Rs.** \_\_\_\_\_ for tender area as mentioned in the **Annexure-V-B** is herewith forwarded as Earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if **I/We do not make the payment within the prescribed time limit, resulting in withdrawal of the offer of the acceptance of the contract.**

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 Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Signature of Tenderer/s**

**Name of Tenderer/s**

**Address of Tenderer/s**

**Annexure - IV**

**CENTRAL RAILWAY**

**MUMBAI DIVISION**

Information in connection with the tender application for licensing bulk advertisement rights through Hoarding/Board/Glowsign media on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division of Central Railway:

1.	Full Name of the Applicant (In Blocks letters)	:	
2.	Place of business and full address	:	
3.	Place of residence of the applicant and address	:	
4.	Profession and nature of the business	:	
5.	Experience of business	:	
6.	Whether the applicant is individual or a joint firm or a company.	:	
7.	Financial status of the applicant	:	
8.	Whether Income Tax Payee/if so PAN/TIN number.	:	
9.	State, if the applicant is recognized agent/existing contractor of Central Railway and since when.	:	
10.	Details of applicant's past experience in advertisement contracts	:	

**(Name of the Tenderer)**

**(Signature of the Tenderer)**

**Address:**

**Contact No:**

**Annexure – V-A**

**CENTRAL RAILWAY**

**MUMBAI DIVISION**

**Schedule of Rates**

**Date:**

**Sub:** Open tender for bulk advertisement rights on existing and vacant sites through Glowsign media & Mobile Charging Units on existing and vacant sites at Mumbai C.S.T.Station & Zone No-6 Near Taxi Stand on Mumbai Division of Central Railway:

**To:**

**The President of India,  
(Acting through)  
The Senior Divisional Commercial Manager,  
Central Railway, Mumbai Division,  
Mumbai C.S.T.**

**Dear Sir,**

With reference to the Tender Notice issued by Sr. Divisional Commercial Manager, Central Railway, Mumbai Division, Mumbai **Chhatrapati Shivaji Terminus** calling for quotation for licensing out space for bulk advertisement rights **through Glow sign media & Mobile Charging Units on existing and vacant sites at Mumbai C.S.T.Station & Zone No.6-Near Taxi Stand on Mumbai Division of Central Railway.**

I/We hereby offer to President of India as owner and administrator of the Central Railway Administration upon and in accordance with the Administration's tender conditions, the following rates for each tender area mentioned in the format given in Annexure **V-B**

I/We agreed to hold this offer open for a period of 120 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 which I/We, have deposited with the Sr. Divisional Finance Manager, Central Railway 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 offers by the Railway Administration either wholly or as to a part only thereof shall constitute a binding contract between you and me/us.

**(Name of the Tenderer)**

**(Signature of the Tenderer)**

**Address:**

**Contact No:**

**Annexure V-B**

**Format of Schedule of Rates**

<b>Sr.No.</b>	Tender Area	<b>Offers in figures and words for 1<sup>st</sup> year (in Rs.)</b>		<b>EMD in Rs.</b>	<b>Particulars of EMD</b>
		<b>In figures</b>	<b>In words</b>		
<b>A)</b>	Bulk advertisement rights on existing and vacant sites Zone at <b>Mumbai C.S.T.Station</b>				
<b>B)</b>	Bulk advertisement rights on existing and vacant sites Zone at <b>Zone No-6-Near Taxi Stand</b>				

**Name of tenderer**

**Signature of tenderer**

**Annexure VI-A****CENTRAL RAILWAY****MUMBAI DIVISION**List of displays sites (existing and vacant) at **Mumbai C.S.T.Station** on Mumbai Division of Central Railway:

Sr no	No of permitted media	Size	Area in sq ft	Location
01	04	48x6	1152	By the side of Drum Clock facing PF No.1 to 6
02	01	20x10	200	Fixed on the wall above gate near TXR on PF No.1
03	20	8x4	640	Twenty G/S hanging in between pillars along PF No.1 facing all PFs
04	01	16x4	64	On the wall of Hd.TC Office on PF No.1
05	48	2x3	288	On pillars of PF No.1 facing morning and evening traffic.
06	30	2x2	120	On pillars of PF No.1 below 2x3 glow sign.
07	01	16x8	128	On structure of MSD end FOB facing PF No.1
08	01	20x4	80	On PF No.1 & 2 facing to concourse hall ear indicator.
09	11(d/s)	4x3	264	On pillars of PF No.6 & 7 facing morning and evening traffic.
10	44	2x3	264	On 22 cement pillars on PF No.6
11	22	2x3	134	On 22 cement pillars on PF No.7
12	30	2x2	120	On pillars pn PF No.7 below 2x3
13	01	10x5	50	On the top of gate adjacent to FA&CAO building facing suburban platform dead ends.
14	02	20x4	80	At CSTM Suburban PF No.1 facing concourse hall ad.
15	06(d/s)	20x6	1440	In hanging position on all platforms
	02 (d/s)	10x6	240	In hanging position on all platforms
16	01	3x4	12	CSTM Main Line between LCD Main charting sites, concourse hall.
17	01	16x4	64	CSTM Suburban above CTI Office on PF No.1
18	15	2x3	90	CSTM Main lione concourse & PRS Centre.
19	40	2x2	160	On pillars of PF No.3 & 4 below glow sign PF No.2 & 3
20	06	8x4	192	In between pillars of PF No.3 & 4
21	48	2x3	288	On pillarsof PF No.3 & 4 facing morning and evening traffic.
<b>Grand Total</b>	<b>335</b>		<b>6070 sq.ft.</b>	

**Name of the Tenderer****Signature of the Tenderer**

**Annexure VI-B**

**CENTRAL RAILWAY**

**MUMBAI DIVISION**

List of displays sites (existing and vacant) at **Zone No.6-Near Taxi Stand** on Mumbai Division of Central Railway:

<b>Media</b>	<b>Permitted No. of Media</b>	<b>Total Area in sq.ft.</b>	<b>Location</b>
<u>Glow Sign</u>	5x3-9	135	On Pillars near Taxi Stand
	14x3.5-01=49 & 12x3-01=36	85	On the grills facing taxi stand near Wheelers (facing exist) above scanner near refresh.
	12x4-02	96	Above non reservation booking windows facing hall
	12x4-01 (d/s)	96	In booking Hall at CSTM near A.H.Wheeler new canteen
<u>Mobile Charging Units</u>	1.6x3.5-06=33.06 & 4.8x1.9-04=36.48	71	CSTM Main Line Concourse & PRS Centre.
<b>Total Area</b>		<b>483 sq.ft.</b>	

**Name of the Tenderer**

**Signature of the Tenderer**