



South East Central Railway

Division :- Bilaspur

Department:- Commercial

Tender Form

**Tender Notice No. :- Com/Advt/Zone II,III,IV & V/BSP/SR/10
For**

Name of the
Work

Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



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Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



South East Central Railway			
Division :- Bilaspur			
Department:- Commercial			
Tender Notice No. :- Com/Advt/Zone II,III,IV & V/BSP/SR/10			
Name of the Work	Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years		
Cost of Tender form	₹ 2000/- for each group of Zones	Contract Period	3(Three) Years for each group of Zones
Contract Value & Earnest Money			
Name of the Zone	Contract Value	Earnest Money	
Zone - II (P.F. No 2/3) and Zone -IV (P.F. No 6/7)	₹ 13,73,650/-	₹ 27480/-	
Zone - III (P.F. No 1A & 4/5) and Zone - V (Foot over bridges, Waiting halls, Canopy, Entrance/Exit gate, Booking office)	₹ 17,03,591/-	₹ 34080/-	
Selling of Tender Forms in the Office of Sr DCM/Bilaspur	In any working day on working hours from 07.02.2011 up to 18.00 Hrs. on 09.03.2011		
Placing of Tender Box at Sr.Divl.Comml. Manager Office, Bilaspur from	11.00 Hrs up to 16.00 Hrs. on 10.03.2011		
Closing of Tender Box at Sr.Divl.Comml. Manager Office, Bilaspur at	16.00 Hrs. on 10.03.2011		
Opening of Tender Box at Sr.Divl.Comml. Manager Office, Bilaspur only at	16.30 Hrs. on 10.03.2011		

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



Instruction for Downloading of tender documents from Internet & its submission

1. The tender documents for this work can be obtained from the internet at S.E.C.Railway Website www.secr.indianrailways.gov.in and the offers can be given on the same subject to the conditions given below which will be carefully studied by the intending tenderer(s) and offers submitted accordingly.
2. The tender documents shall be carefully downloaded from the website mentioned above and the same shall be printed carefully and arranged as per the index. The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility of the tenderer(s), and the Railway shall not be liable for any mistake/loss or corruption of data in downloading and/or printing. The end of tender documents has been marked in bold letters as “**END OF TENDER DOCUMENTS**” on separate page in the uploaded document, which may checked while downloading the tender document to ensure that the complete tender documents has been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website. The tenderer(s) shall sign the undertaking given below in Para 10 failing which the offer given by **him/them shall be summarily rejected.**
3. A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and master copy, the later shall be prevail and shall be binding on tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of tender inviting authority.
4. The tenderer(s) shall print the document on good quality, white A4 size paper on any good quality printer, preferably laser or DeskJet or inkjet type printer.
5. The cost of tender document as mentioned in the notice inviting tender shall be enclosed with the offer as a separate bank draft in the name of “FA&CAO, S.E.C.Railway, Bilaspur” or original money receipt deposited with Divisional cashier, Bilaspur, Raipur, Nagpur or the station master of any station over S.E.C.Railway for the requisite amount as cost of tender document. The cost of tender document shall not be clubbed with the earnest money deposit. **The tenders submitted without the requisite cost of tender documents in appropriate form shall not be considered.**
6. The tenders shall be filled up after carefully study of the documents and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender documents.
7. The tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender or the tender documents, which shall be uploaded in the same website and also published in newspaper. The offer received without such corrigenda published shall be liable to be rejected.
8. Any wilful changes / deletion / addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with defaulting tenderer(s). In addition, the tenderer(s) are liable to be prosecuted for the same as per law.

Signature of the Tenderer

Divl.Railway Manager (Comml.),
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For and on behalf of the President of India



9. The tenderer(s) or his authorized representative shall sign in original on each page of the downloaded tender document.
10. The following declaration should be given by the tenderer(s) while submitting the tender:

Declaration

- a). I/We have downloaded the tender form, from the Internet site and I/We have not tampered/modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with the Railways and/or prosecuted as per laws.
- b). I/We are submitting a demand draft No.-----, dated----- issued by ----- or original money receipt No.----- --deposited with ----- station for Rs.----- towards the cost of tender document.

Name & Signature of Tenderer

Dated

Address

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



**SOUTH EAST CENTRAL RAILWAY
TENDER FORM (PACKET "A")**

Tender Notice No. :- Com/Advt/Zone II,III,IV & V/BSP/SR/10	Tender form sold to	
<u>Name of Work</u> Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years	M/s / Sri/ Smt
	Vide M.R.No
	Dated
	For ₹

To,
The President of India,
Acting through,
The Sr.Divl.Comml. Manager,
South East Central Railway, Bilaspur

1. With reference to the Tender Notice, issued by Sr.Divl.Comml.Manager, S.E.C.Railway, Bilaspur, calling for tender for Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years over S.E.C.Railway (strike out whichever is not applicable), I/We hereby offer to President of India as owner and Administration of the Bilaspur Division, South East Central Railway Administration upon and in accordance with the administrations tender conditions as mentioned below.
2. I/We enclosed a Demand Draft/Banker's Cheque No..... Dt..... issued form..... of ₹ _____ (in figure) (₹ _____)(in words) towards earnest money drawn in favour of **F.A.&C.A.O., S.E.C.Railway, Bilaspur.**
3. I/We also agree to keep this tender open for acceptance for **a period of 90 days from the date of opening of tender** and default thereof I/We will be liable for forfeiture of my/our earnest money.
4. I/We have read carefully and understood the terms and conditions governing for Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years of S.E.C.Railway and hereby agree to abide by the said conditions.
5. Until a formal agreement is accepted, acceptance of this tender shall constitute a binding contract.
6. The acceptance of this offer by Bilaspur Division South East Central Railway administration either wholly or as to a part only thereof shall constitute a binding contract between you and me/us.

Signature.....
Name (In block letters).....
.....
.(Rubber Stamp)

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



SOUTH EAST CENTRAL RAILWAY

INFORMATION IN CONNECTION WITH THE TENDER APPLICATION FOR SOLE RIGHT FOR EXHIBITING COMMERCIAL ADVERTISEMENTS IN THE FORM OF ORDINARY SIGN BOARDS, GLOW SIGN AND PILLAR KIOSK AT (A) ZONE II & ZONE IV (JOINTLY) AND (B) ZONE III & V (JOINTLY) OF BILASPUR RAILWAY STATION SEPARATELY FOR THREE YEARS OVER S.E.C.RAILWAY (STRIKE OUT WHICHEVER IS NOT APPLICABLE)

1. Full Name of the Applicant (in block letters): -
2. Place of business and full address: -
3. Place of residence of the applicant and address: -
4. Name of the Group of Zone for which tender is submitted:-
5. Profession and nature of the business: -
6. Period over which business has been carried out: -
7. Whether the applicant is an individual/firm/company/co-operative/society (details of the partners should be given) :-
8. Financial status of the applicant: -
9. Whether Income Tax Payee/if so attach the latest I. Tax certificate: -
10. Income Tax Clearance Certificate in My/Our favour: -
11. Details of Bank balance of the applicant supported by a certificate from the Bank: -
12. Proof of Solvency: -
13. State if the applicant is recognised agent: -
14. Details of applicant's past experience in advertisement contracts (attach supporting documents): -

- Enclosed documents: - 1.....
 2.....
 3.....
 4.....
 5.....
 6.....

Signature

Name

(Rubber Stamp)

Place:

Date:

x x x x x

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



SOUTH EAST CENTRAL RAILWAY

Tender Schedule

(TENDER NOTICE NO. Com/Advt/Zone II,III,IV & V/BSP/SR/10)

Sealed tenders are invited on behalf of "President of India" by the Divisional Railway Manager (Commercial), South East Central Railway, Bilaspur For Sole Right For Exhibiting Commercial Advertisings In The Form Of Ordinary Sign Boards, Glow Sign And Pillar Kiosk At (A) Zone II & Zone IV (Jointly) And (B) Zone III & V (Jointly) Of Bilaspur Railway Station Separately For Three Years over S.E.C.Railway (strike out whichever is not applicable)

1) Tender forms with all necessary documents with terms & conditions are available at www.secr.indianrailways.gov.in and may be obtained from **Office of the Sr Divisional Commercial Manager, Bilaspur** on payment of ₹ 2000/- (₹ Two Thousands only) separately for each Group of Zone (**non refundable / non transferable**) to be deposited in allocation head **Z / 652, on any working day and working hours from 07.02.2011 up to 18.00 Hrs. on 09.03.2011.**

2) The **last date of submission of sealed tender is 10.03.2011 up to 16.00 hrs.** The Tender form should be dropped personally in the sealed Box kept in the office of the undersigned well in advance.

3) **The tender will be opened at 16.30 hrs on 10.03.2011,** in presence of intending tenderers, if any. In case the date of opening of tender is declared a holiday or closed day for any unforeseen reason, the tender will be opened on the next working day at the same time.

4) **Earnest money is to be deposited by Demand Draft / Bankers Cheque, drawn in favour of F.A. & C.A.O., S.E.C.Railway, Bilaspur and payable at Bilaspur** along with tender form, failing which the tender will be treated as Rejected / Cancelled.

a) The tender value of the contract for three years & Earnest money will be as under:-

Name of the Zone	Contract value	Earnest money
Zone - II (P.F. No 2/3) and Zone -IV (P.F. No 6/7)	₹ 13,73,650/-	₹ 27480/-
Zone - III (P.F. No 1A & 4/5) and Zone - V (Foot over bridges, Waiting halls, Canopy, Entrance/Exit gate, Booking office)	₹ 17,03,591/-	₹ 34080/-

b) Proposed security deposit: Equal to 10% of the accepted tender value.

5) **The Railway reserves the right to cancel / reject any tender or the entire tender process without assigning any reason.**

6) For more information log on to www.secr.indianrailways.gov.in

**Divl. Railway Manager (Comml.),
S. E. C. Railway, Bilaspur.**

Signature of the Tenderer

**Divl. Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



South East Central Railway

DRAFT AGREEMENT

(TENDER NOTICE NO. Com/Advt/Zone II,III,IV & V/BSP/SR/10)

Terms and conditions for Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years over S.E.C.Railway (strike out whichever is not applicable)

An agreement made on date.....between the President of India acting through the Divisional Railway Manager(Commercial), South East Central Railway, Bilaspur having its head office at Bilaspur (here in after called the Railway Administration of the one part) and

..... (here in after called the "Licensee" which expression shall be deemed to include himself or his/there respective legal heirs, executors, administrators, successors and assignees of other part) where as the Railway Administration called an open tender in respect of Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years **over S.E.C.Railway (strike out whichever is not applicable)**. Both parties here by mutually covenant and declares contract and agree as follows:

This contract is for the period of three years and shall continue and be effective so long as the Government shall think fit that is to say that Government through its Divisional Railway Manager (Commercial), South East Central Railway; Bilaspur shall be at liberty to determine the said contract.

(1) Shree (here in after called licensee) has given Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years over S.E.C.Railway (strike out whichever is not applicable). The numbers, size and locations are specified in Annexure A.

(2) The licensee will not display Ordinary Sign Boards, Glow Sign and Pillar Kiosk more than the number/size/location specified in Annexure A. However additional number/size/location of Ordinary Sign Boards, Glow Sign and Pillar Kiosk if found feasible will be permitted on payment of scheduled rates or tender rate whichever will higher if agreed to by the Railway Administration.

(3) If it is found that the licensee has displayed Ordinary Sign Boards, Glow Sign and Pillar Kiosk without permission in excess to the specified number/size/location mentioned in Clause 1, he shall be liable to be charged for such display/excess space ten times of the tariff rate fixed by the administration as penalty for such display.

(4) SERVICE OF NOTICE: -

4.1 Any notice to be served to the licensee shall be deemed to be sufficiently served, if addressed to the licensee and delivered or sent by Registered Post to the licensee at his last known place of business.

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



4.2 Any notice to be served by the licensee on the President shall be deemed to be sufficiently served if addressed to and/or delivered at the office or sent by Registered Post to the Sr. Divl. Commercial Manager, South East Central Railway, **Bilaspur**.

(5) LICENCE FEE: -

- a) The licensee should pay ₹
.....(In Figure and in words) as license fee for the three yearly contracts. All payment will be made in three yearly instalments in advance.
- b) The licensee has to pay additional electrical charges as per their consumption and the rates enforce at that time.
- c) **All sums payable hereunder shall be paid in advance. An interest of 18% per annum will be leviable to charge on every such delay of payments. Further, in the event of non-payment within one month from the date, the payment becomes due, the Sr. Divl. Commercial Manager, South East Central Railway, Bilaspur reserves the right of termination of the contract by giving 7 (seven) days notice. In the event of such termination, the licensee shall remove the Ordinary Sign Boards, Glow Sign and Pillar Kiosk forthwith without prejudice to the Railways right to realise the dues. In case of immediate non-removal of the advertisement materials, the afore-said material shall became the property of the Railway Administration and the same shall be disposed of, as deemed fit.**
- d) All payments should be made by Bank draft / crossed cheque drawn in favour of the "**Financial Adviser & Chief Account Officer, South East Central Railway, Bilaspur**" and payable at "**Bilaspur**". The Railway Administration shall not be responsible for any loss suffered by the parties (displaying their advertisements through licensee) on account of any payment made to recognized Licensee.
- e) In case of dishonouring of cheque, a penalty up to 10% of such amount will be levied or the Railway Administration shall be at liberty to take all such action, as deemed fit, including termination of the contract treating this as a case of default.

(6) SECURITY DEPOSIT: -

The Contactor should deposit 10% of the Contract Value as security deposit. No interest will be payable on security deposit. The Security Deposit should only be in the form of FDR/TDR, which will be refunded for the due and satisfactory completion of the contract period taking into consideration that all the Railways dues are cleared and after expiry of the period of contract. In case of breach of Contract the Security Deposit will be forfeited. Not following the instruction of the Railway Administration regarding advertisements and Violation of any terms/conditions of the agreement Railway Administration reserves the right for deduction of railways dues from licensee's security amount in the following grounds:-

- (i) Any amount imposed as a fine by Railway Administration for irregularities committed by the licensee.
- (ii) Any amount which Railway Administration becomes liable to pay to the Government third party on behalf of any default of the licensee or any of his servants or agents.

Signature of the Tenderer

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(iii) Any payments/fine made under any order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf for any act directly or indirectly done by licensee or his staff.

(iv) Once an amount under this clause debited, the licensee shall reimburse the amount to the security deposit within 15 days failing which it will be treated as breach of agreement.

(v) In the event of failure on the part of the licensee in payment of prescribed license fee or any other charges due to the Railway Administration, the Railway Administration will have the right to discontinue the display forthwith and confiscate the advertisement and other materials of the licensee with out prejudice to any other rights.

(7) DURATION OF CONTRACT: -

The period of contract shall be for a period of three years. The contract may be extended only with mutual consent.

(8) TERMINATION:-

The Railway Administration reserves the right to terminate the contract agreement, fully or partially without assigning any reason/reasons at any time, by giving one calendar month's notice and on expiry of such notice, the licensee shall remove all his materials and surrender the space as vacant and restore the same to its original state, failing which the Railway Administration shall have the right to remove the same, without any further reference to the Licensee and expenses for such removal thereof shall be borne by the Licensee. In the course of such removal, if there is any loss or damage to any property of the Licensee, the Railway Administration shall not in any way be responsible for the same. Licensee shall not be entitled to any damages or compensation by reason of such termination other than the proportionate abatement of license fee the period of non display. However, in the event of an unsatisfactory working of the licensee, the Railway Administration will be forced to terminate the agreement without giving any notice. The Licensee shall not be entitled to reimburse against any damages or compensation by reason of such termination other than the proportionate abatement of display charges for the period of non-display.

(9) If for any reason/cause the Railway Administration is unable to provide the space/spaces for display either in part or full term of the contract, the Railway Administration will refund the proportionate amount from the license fee for the un-expired period of contract. No other claim on account of such non-exhibition shall be allowed.

(10) All cost/expenses incidental to the preparation and completion of this agreement including stamp duty will be borne and paid by the licensee.

(11) The electricity requirement such as load requirement, service connection and electric consumption charges etc. will be borne separately by the licensee.

(12) The licensee will pay in advance the consumption and service connection charges to be estimated by the railway administration as applicable to the out siders. The licensee will also pay meter hire charges in advance as and when advised by the Railway Administration. The licensee agrees to pay all the dues in advance by paying a sum equal to the estimated amount of one year.

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



(13) The Railway Administration shall have the right to reduce, stagger or disconnected electric supply due to power shortage or any other cause whatsoever without a prior notice to the licensee. In such an event the Railway Administration shall not be liable for compensation or proportionate reduction of rent and other charges. The Railway shall also not be responsible for failure, interruption or break down of electric supply from whatsoever cause and refund of charges for display shall not be permitted on account of such failure of electricity. In case of electric failure the licensee would make his own stand by arrangements.

(14) The licensee shall pay all the taxes if levied or become leviable directly to the municipality or concerned Government department. The Railway Administration shall not be liable for payment of any sum or reimburse any payment made in this behalf by the licensee.

(15) Periodical inspection will be conducted by railway administration and discrepancy if any noticed or instruction issued by railway administration should be followed by the licensee. In case they are not observed by the licensee within a reasonable time, the railway administration reserve the right to impose a fine ₹ 5000/- for each irregularity.

(16) The railway administration shall not be responsible for any loss or damage caused to the licensee due to total discontinuance of this scheme under the agreement for any reason whatsoever.

(17) The licensee will have to pay income tax @ 1% on license fee separately to the Railway administration or at the rate in force at the time of payment of license fees.

(18) The contract will be valid for duration of three years and at the completion of the said period a new contract would be entered into on the basis of an open tender.

(19) The date of commencement of the contract shall be fixed from 60 days after signing of the agreement or the date of display which ever is earlier.

(20) The licensee shall comply with the provisions of all relevant acts in force and any subsequent amendment thereof and the rules made there under.

(21) The licensee agrees to indemnify the railway administration against: -

(i) Losses/Liabilities arising due to the violation of the provision of contract labour (Regulation and abolition) act 1970, Minimum wages act, and the Payment of wages act, Bonus act and any other relevant acts.

(ii) Any loss of damage to the property of the railway administration for which the licensee will compensate the railway suitably.

(iii) Any claims under any act made by any party for death/disablement/injury to persons engaged by him/her.

(iv) Losses and damages arising out of construction of structure, installation of advertising material, maintenance or dismantling of advertisements on structure etc. If the railway administration is made to pay any; the licensee to the railway administration immediately on demand shall reimburse amount on the connection as compensation or damages, the same.

(v) Damage to any property not owned by railways losses and liabilities arising to a third party due to any act of the licensee/his servants, his servants, his agents etc.

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S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



(vi) Losses and liabilities arising out of violation of any state or statutory laws on instruction issued by the Government of India.

(22) The licensee shall keep the railway administration indemnified and completely absolved of any; risk damage or loss howsoever caused, due to any kind of disturbance affecting the licensee's property or their personal, under employment or otherwise engaged by them in discharge of their duties connected with the display of advertisements. This would include claims under the workmen's compensation act.

(23) For the purpose of the agreement the competent authority is Divisional Railway Manager (Commercial), South East Central Railway, Bilaspur.

(24) The contract is not transferable.

(25) It would be lawful for this contract to be terminated by either party giving one calendar month's notice in writing to the other without assigning any reasons, on the expiry of which the licensee shall peacefully vacate the sites allotted to him/her for the purpose of this contract and shall remove all the advertisement materials within the period of notice. In default, railway administration shall be entitled to remove the materials or dispose of the same by sale and all expenses incurred in connection thereof, shall be deducted by Railway administration from the amount of security deposit. If the licensee fails to complete the contract period due to any reason for which Railway Administration is not responsible, the S.D mentioned in Clause 6 will be forfeited.

(26) If the licensee is convicted in any court of law, the railway administration will have the absolute option of terminating the agreement forthwith and the licensee shall have no right for damages or compensation on this account.

(27) Any addition/alteration can be made to this agreement with the mutual consent of the licensee and the railway administration.

(29) ARBITRATION:-

(a) In the event of any dispute or difference of opinion arising out this agreement or in connection with this agreement (except as to any matter the decision of which is specially provided for in this agreement between licensee and railway administration, the same shall be referred to the sole arbitration of an officer appointed by the General Manager, S. E. C. Railway, Bilaspur whose decision shall be final and binding on both the parties under the provisions of the Indian Arbitration Act and the rules there under shall also be applicable. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under these clauses.

(b) If the sole arbitrator appointed under clause 29(a) above resigns his appointment or vacate his office or is unable or unwilling to act for any reason whatever or dies, new arbitration will be appointed in the same manner as mentioned in clause 29(a) above such arbitration shall be entitled to proceed with the reference from the stage at which the previous arbitration left it.

(30) All the disputes are subject to the jurisdiction of High Court, Bilaspur or its subordinate Courts only.

(31) It shall be necessary for the Railway Administration to remove any Ordinary Sign Boards, Glow Sign and Pillar Kiosk form time to time for the purpose of repairing the space occupied by such Ordinary Sign Boards, Glow Sign and Pillar Kiosk and no

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deduction of fees on that account shall be allowed to the Licensee for such non-exhibition of Ordinary Sign Boards, Glow Sign and Pillar Kiosk.

(32) DISPLAY CONDITION: -

- a. The Licensee shall take prior approval for all the display advertisement text/material by submitting small size photographs/plan to Railway Administration. The Sr. Divl. Comml. Manager, South East Central Railway **Bilaspur** reserves the right to refuse exhibition of any advertising matter which in his opinion, may improper for exhibition and no abatement of license fee will be allowed in such case of non-exhibition.
- b. It has to be ensured by the Licensee that the Advertisements displayed are decent and do not give a cheap or vulgar appearance.
- c. The Contract number, the contractual period (date of display and expiry) and the Name of the Licensee should be legibly painted at the bottom (on the right hand side) of the Ordinary Sign Boards, Glow Sign and Pillar Kiosk by the Licensee. He should also ensure to update these, time-to-time.
- d. The advertisements will be subject to the normal restriction in respect of certain category of advertisement such as smoking, erotic background scenes, competitive advertisements from any Road transport companies and from private Insurance companies offering policies against Railway accidents. The advertisement should not propagate any religion or religious belief and should not have pictures of the leaders of a particular section or religion.
- e. Advertisements that are considered objectionable in the eye of law or other side 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 advertisements material. The Licensee will be fully liable for any contravention of any law in this regard and will be liable under the law of the land.
- f. The contract is entered into the express understanding that while every care will be taken of the Ordinary Sign Boards, Glow Sign and Pillar Kiosk. The Railway Administration shall not be responsible for loss, destruction or damage, if any during the period of exhibition or for return of such any, during the period of exhibition or for return of such materials on termination of the contract.

(33) No Railway facilities such as passes, conventional ticket consideration or employment in Railways will be available to Licensee's employees. The Licensee shall be fully responsible for welfare his employees.

(34) "Railway reserves the right to display Railway information/slogans/Advertisements on places other then allotted to the Licensee on Railway account / on Sponsorship / others."

(35) If there is any revision in terms and conditions, charges etc. by the Railway Board at any point of time the same will be applicable and binding.

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



SPECIAL CONDITIONS:-

- (36) The Licensee will have to deposit security money as prescribed by the Divisional Electrical Engineer (General), S.E.C.Railway, Bilaspur. The monthly energy consumption charges will be paid by the Licensee regularly in addition to the initial installation charges.
- (37) Advertisement text displayed in Ordinary Sign Boards, Glow Sign and Pillar Kiosk should be displayed bilingually i.e. in Hindi & English.
- (38) Advertisement material on cigarettes, tobacco, wines, alcoholic drinks, prohibited drugs, other modes of transport, propagation of any religion or religious belief, pictorial representation of any national leader and martyr for trade and business purposes, scenes erotic in character, private insurance companies offering policies against railway accidents, etc. is not permitted and that the advertisement material is free from obscenity, vulgarity and any other aspect that may offend the sense of decency of the viewing public and such other aspects that may show the Railways in adverse light.
- (39) Railway administration shall have the right to interrupt display of advertisements by the advertising agency without any notice and the announcements of all types of the Railway administration would have priority over commercial advertisements of the advertising agency.
- (40) The railway administration shall not be responsible or liable to pay any compensation or refund of any portion of rental charges to the party if their Ordinary Sign Boards, Glow Sign and Pillar Kiosk are not displayed for any reasons whatsoever.
- (41) The agency/licensee shall install the Ordinary Sign Boards, Glow Sign and Pillar Kiosk at the approved location to the entire satisfaction of the railway administration at their own cost.
- (42) The licensee will have to employ its own personnel to install the Ordinary Sign Boards, Glow Sign and Pillar Kiosk and for its maintenance at their own cost and the behaviour of such personnel would in no way be detrimental to the interest of the railway administration.
- (43) The licensee will have no claim for payment of compensation on any account.
- (44) The railway administration reserves the right to ask the advertising agency to shift their Ordinary Sign Boards, Glow Sign and Pillar Kiosk to an alternative locations of it is so required and such shifting will have to be done by the agency at their own cost and no compensation will be payable to the agency.
- (45) Other terms & conditions stipulated in the tender documents is part and parcel of the agreement.
- (46) In presence of witness whereof the said parties hereon to have set there hands and signatures on the day and the year first above written.

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



Signed, sealed and delivered for and on behalf of the President of India

(Signature)

By The Divisional Railway Manager (Commercial),
S. E. C. Railway Bilaspur

(Name in full)

Acting In presence of

1. Witness No 1

(Signature)

(Signature of Licensee)

Name:-.....

Name:-.....

Full Address:-.....

Full Address:-.....

.....

.....

.....

.....

Contact Number:-.....

Contact Number:-.....

2.Witness No 2

(Signature)

Name:-.....

Full Address:-.....

.....

.....

Contact Number:-.....

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



GENERAL CONDITIONS OF THE TENDER AND INSTRUCTIONS TO TENDERERS FOR SOLE RIGHT FOR EXHIBITING COMMERCIAL ADVERTISEMENTS IN THE FORM OF ORDINARY SIGN BOARDS, GLOW SIGN AND PILLAR KIOSK AT (A) ZONE II & ZONE IV (JOINTLY) AND (B) ZONE III & V (JOINTLY) OF BILASPUR RAILWAY STATION SEPARATELY OVER S.E.C.RAILWAY (STRIKE OUT WHICHEVER IS NOT APPLICABLE) FOR A PERIOD OF THREE YEARS.

1. The nature of tender is of two-packet system i.e. Packet "A" and Packet "B". Packet-'A' contains Technical-cum-Commercial Offer and Packet 'B' contains Financial Offer. The tenderer/s will submit the Packet 'A' & Packet 'B' in separate sealed envelopes. Both these two sealed envelopes should be kept in one sealed cover super scribed as "Contract for Sole right for exhibiting commercial advertisements in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years" should be addressed to The President of India acting through Divisional Railway Manager (Commercial), S.E.C.Railway, DRM Complex, Bilaspur, and tender/s must reach him **not later than 16.00 hours on 10.03.2011. Tenders received after 16.00 hours on 10.03.2011 will not be considered. The Railway administration will not be responsible for any delay in transit through post or otherwise. The tenders will be opened at 16.30 hrs on 10.03.2011 and the tenderers may be present at that time.** Separate tender form should be submitted for each Group of Zone. **The contract shall be for a period of three years.** Notwithstanding the above, the Railway Administration reserves the right to cancel the tender without assigning any reasons there of, the decision of the Railways will be final.

2. Tenders shall be submitted either in person or by Registered Post with acknowledgement due. Tenders by telegrams will not be accepted.

3. Tenders shall be submitted in the enclosed form only and other forms/formats will be treated as invalid.

4. Tenders by firms shall be in the firm's name signed by the person authorized on their behalf. In case of partnership firm, the name of all the partners with their full postal address should be furnished with the tender and if the firm is registered under the Indian Partnership Act of 1931, the Registration number of the firm should also be given. The partner who is signing the tender form should hold power of attorney in his favour to act for and on behalf of the partnership firm. In case of a Joint Hindu Family (Hindu Undivided family) the tender must be signed by the Manager expressly as such Manager.

5. In case of a group/ co-operative society of unemployed youths, the details should be declared clearly. The person who is signing the tender form should hold clear authorization in his/her favour to act for and on behalf of the Group/Co-operative society.

6. Tender from any party who is directly or indirectly connected with the Railway Administration will not be considered. But this does not prevent a company from tendering on the ground that one of its shareholders be an employee of the Railway service or a family from tendering on the ground that one of the members of the family is employed in Railway service.

7. (a) The amount being quoted for the tender should be legibly written in ink both in figures and words.

(b) If the amount undertaken or ordered to be paid is stated differently in words and figures, the amount stated in words shall be the amount under taken or to be paid.

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



(c) Any erasures or alterations or omissions in the tender without proper attestations are liable to be rejected.

8. The tenderer shall be required to deposit appropriate EMD as prescribed in the Tender Notice to keep the offer open till the acceptance/ rejection thereof is communicated by the Railway administration or till 90 days from the date of receipt and opening of tenders, whichever is earlier.

9. EARNEST MONEY:

(a) The earnest money, mentioned in the following table, may be deposited in the form of Bankers Cheque/Demand Draft.

Name of the Zone	Earnest money
Zone - II (P.F. No 2/3) and Zone -IV (P.F. No 6/7)	₹ 27480/-
Zone - III (P.F. No 1A & 4/5) and Zone - V (Foot over bridges, Waiting halls, Canopy, Entrance/Exit gate, Booking office)	₹ 34080/-

(b) While depositing the earnest money, the licensee should furnish the tender number & details of the work for execution. The earnest money may also be submitted in the form of Demand draft of any nationalized bank (which should be valid for a minimum period of six months) in favour of FA & CAO, SEC Railway, Bilaspur for an appropriate sum mentioned in above table. The earnest money will not carry any interest and the tender must be accompanied by the money receipt granted by the above railway authority or demand draft, without which tender will not be considered.

10. No interest will be paid on the EMD. The tenders will not be considered unless the EMD is deposited.

11. Railway Administration shall reserve all rights to modify or cancel or discharge a part or complete tender without assigning any reasons to the tenderer.

12. The EMD deposited by the successful tenderer will be adjusted against the security deposit payable by the successful tenderer. The EMD of the unsuccessful tenderers will be refunded as soon as the tenders have been disposed off.

13. Tenders should be accompanied by the following:

- a) The details of Past Experience in field of advertisement.
- b) Certificate of Registration in Service tax Department.
- c) In case of Co-operative Societies an attested copy of the certificate of Registration issued by the Registrar of Co-operative Societies or other authorized officer and true copy of the bye-laws of the group/co-operative society.
- d) In case of Partnership firm, the copy of the partnership deed, along with the copy of the certificate of registration issued by the competent authority.
- e) If the signatory is the person other than managing partner, the copy of the Power of Attorney of the Managing Partner to sign the Tender document must be enclosed with the tender.

14. Tenders submitted without complying the proper tender conditions and incomplete tenders will be disqualified and shall not be considered.

15. The successful tenderer must deposit equivalent to 10% of the quoted amount as for the due fulfilment of the contract as security deposit. The Security Deposit shall be acceptable in the form of FDR/TDR only. No interest will be paid on the security

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



deposit. The Security Deposit will be refunded without interest on satisfactory execution and completion of the contract after taking into consideration that all dues to Railway Administration are cleared.

16. All the payments will be made in advance. The successful tenderer will have to pay the Full License Fee and Security Deposit within 15 days of the receipt of offer letter.

17. The Railways will not accept a tender wherein conditional offer has been given by the tenderer and the offer will be out rightly be rejected and earnest money will be forfeited.

18. The Railway administration reserves the right to reject all or any of the tenders without assigning any reasons and is not bound to accept the highest.

19. The successful tenderer will be given the locations mentioned in the Annexure "A" for three years for installation of Ordinary Sign Boards, Glow Sign and Pillar Kiosk.

20. The contract is accepted for a period of three years only which will commence from the date of display of advertisement (or) on the day next to the 60 days from the date of signing of agreement, whichever is earlier.

21. Immediately at the end of the contractual period, the successful tenderer should vacate the provided space. If the licensee fails to comply with this condition, the S.D mentioned in Para 15 will be forfeited.

22. Approval of Railway Administration for the design, matter, language and colour scheme of the text should be obtained prior to start of display of commercial advertisement.

23. Change in the text of the advertisements may be considered during the currency of the Contract after due approval of the railway administration.

24. The successful tenderer shall use only good quality materials for display of advertisements. In case of fire accidents due to the material used in the advertisement, the licensee will be held responsible.

25. The advertisement should carry the date of expiry of contract, name of licensees neatly and legibly Displayed on the Ordinary Sign Boards, Glow Sign and Pillar Kiosk otherwise the same can be treated as unauthorized ones.

26. The successful tenderer shall comply with all the provisions of any statute applicable for time being in force including any amendments and rules made there under. The successful tenderer shall indemnify the Railway Administration against any loss, damage by way of costs compensation whatsoever, occasioned by any act of omission on part of the successful tenderer or his agents whom so ever.

27. The tenderer shall also pay and clear any demand of advertisement tax/cess from appropriate Municipality or any other authority and on no account the Railway Administration is liable either for payment of tax/cess or penalty for non-payment of such tax/cess.

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



28. The Railway Administration will not be liable for reimbursing in full or in part of such advertisement tax/cess to be paid by the tenderer to the Municipality or any other authority directly.
29. Tender has to be submitted along with the Earnest Money deposit as indicated in item 9(a), failing which the tender will summarily be rejected.
30. The Earnest Money Deposit will be returned to the unsuccessful tenderers, however, the same will be forfeited in case the successful tenderer fails to honour the offer made by the Railways as per the quotations submitted by him.
31. Further, the Railway administration reserve the right to accept /negotiate with any one of the tenderers, needless of the priority of the offer, the particular tenderer had made.
32. Tenderer's signature must be made on every page of tender documents.
33. All other terms and conditions are mentioned in the tender form. Any information in connection with the above tender can be had from the office of the Sr. Divisional Commercial Manager, SECR, Bilaspur on working days.

Divisional Railway Manager (Commercial)
South East Central Railway, Bilaspur (C.G.)
For and on behalf of the President of India.

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**



Annexure "A"

Sole right for exhibiting commercial advertisements in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years **(strike out whichever is not applicable)**

Details of sites, media, number and size of Ordinary Sign Boards, Glow Sign and Pillar Kiosk proposed to be displayed Zone wise at Bilaspur Railway Station

(A)

Location	Media	Size (in feet)	No.	Area (in sq ft)	Total Area (in sq ft)
Zone - II (P.F. No 2/3)	Glow Sign	(6'x3') Double Side	4	144	144
	Pillar Kiosk	(3'x2') Double Side	6	72	72
	Sign Board	(8'x2') Single Side	32	512	692
		(3'x2') Single Side	30	180	
Zone -IV (P.F. No 6/7)	Glow Sign	(6'x3') Double Side	4	144	144
	Pillar Kiosk	(3'x2') Double Side	4	48	48
	Sign Board	(8'x2') Single Side	20	320	500
		(3'x2') Single Side	30	180	

(B)

Zone - III (P.F. No 1A & 4/5)	Glow Sign	(6'x3') Double Side	4	144	144
	Pillar Kiosk	(3'x2') Double Side	6	72	72
	Sign Board	(8'x2') Single Side	30	480	720
		(3'x2') Single Side	40	240	
Zone - V (Foot over bridges, Waiting halls, Canopy, Entrance/Exit gate, Booking office)	Glow Sign	(6'x3') Single Side	4	72	72
	Pillar Kiosk	(3'x2') Double Side	4	48	48
	Sign Board	(8'x4') Single Side	30	960	1200
		(3'x2') Single Side	40	240	

Packet A ends here

Signature of the Tenderer

Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India



SOUTH EAST CENTRAL RAILWAY

TENDER FORM "PACKET B"

NAME OF THE TENDERER: _____
ADDRESS _____

To
The President of India
Acting through
The Sr. Divisional Commercial Manager,
South East Central Railway,
Bilaspur Division,

I/We have perused the general & special conditions governing the tender and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money.

Subject to the conditions given in the general and special conditions of the tender, I/We tender to President, Union of India, owing South East Central Railway and in the premises represented by you for the award of contract for Sole right for exhibiting commercial advertisings in the form of Ordinary Sign Boards, Glow Sign and Pillar Kiosk at (a) Zone II & Zone IV (jointly) and (b) Zone III & V (jointly) of Bilaspur Railway Station separately for three years (strike out whichever is not applicable) on payment to the Railway Administration the License fee as specified here under:

License Fee Offer:

Amount of 3 year License fee for the above said contract. I/We agree to pay
Rs. _____ (In words _____
_____)

to the Railway Administration.

1. In case of discrepancy in rate quoted in words and figures, the rate in words will only be considered.

Place:

Date:

Signature:

Name of the signatory:

With office seal:

Packet B ends here

Signature of the Tenderer

**Divl.Railway Manager (Comml.),
S.E.C.Railway, Bilaspur.
For and on behalf of the President of India**