

QUOTATION FOR THE CONTRACT FOR DISPLAY OF ADVERTISEMENT ON THE EXTERIOR AND INTERIOR OF COACHES OF Train No: 02679/02680 (COIMBATORE JUNCTION-CHENNAI CENTRAL- COIMBATORE JUNCTION) FOR A PERIOD OF 90 DAYS

From

Affix recent Passport size
Photo duly signed

Full Name (In Block Letters):

Address (Office):

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.....

.....

PIN:

Phone No. with STD code:

Mobile No.

Address (Residence):

.....

.....

.....

PIN:

Phone No.with STD code:

To

The President of India
Through the Divisional Railway Manager (Commercial),
Southern Railway, Salem Division, PIN 636005.

Sir,

Sub: Quotation for awarding contract for display of advertisement on the exterior and interior of coaches of Train No:02679/02680 (Coimbatore Junction- Chennai central- Coimbatore Junction) for a period of 90 days.

1. I/We have read and understood the General Conditions of the contract and the terms and conditions of the proposed agreement to be signed by me /us in the event of my/our tender being accepted, I/We accept them.
2. Subject to the conditions given in the general conditions of quotation I/We tender to the President, Union of India owning Southern Railway and in the premises represented by you for contract for display of advertisement on the exterior and interior of coaches of Train No:02679/02680 (Coimbatore Junction- Chennai central- Coimbatore Junction) for a period of 90 days on payment to the Railway Administration of the licence fee as specified hereunder.

Signature of bidder

3. Amount of **licence fee for 90 days (excluding GST)** which I/We agree to pay to the Railway Administration for the display of advertisement on the exterior and interior of coaches of Train No:02679/02680 (Coimbatore Junction- Chennai central- Coimbatore Junction) is mentioned as follows:

License fee amount quoted in figures Rs.....

License fee amount quoted in words Rupees.....

.....

4. The **Earnest Money Deposit Rs.....** (Rupees.....) is submitted by DD No.....
Dt.Drawn from Bank.

5. I/We agree, I/We will not withdraw the offer before the Railway Administration (hereinafter known as Administration) accepts or rejects the same. In the event of my/our withdrawing the same, the Earnest Money Deposit submitted herewith shall be liable to be forfeited to the Administration. Should my/our quotation be accepted, I/We promise to sign an Agreement as per the draft to be supplied to me/us in due course and take up the contract within the time limit stipulated in the letter of awarding the contract.
6. In the event of failure on my/our part to take up the contract within the stipulated time or failure to comply with any other requirement as mentioned in the general/special conditions of the quotation, the EMD of Rs. shall be forfeited and appropriated by the Administration not as a penalty but as ascertained liquidated damage without prejudice to any right of the Administration to claim damages from me/us for breach of contract.
7. I/We agree to provide Security Deposit/Effacement charges as specified on taking up the contract.
8. I/We enclosed the following proof of documents.
- a) Address proof (Aadhaar card/ Ration card/Voter ID card)
 - b) GST Registration certificate

Yours faithfully,

Date:

(Signature)

GENERAL CONDITIONS

1. All quotations must be addressed to the Divisional Railway Manager (Commercial), Southern Railway, Salem Division and they must be submitted in person at Office of the Divisional Railway Manager (Commercial), Southern Railway, Salem not later than 12.00 hrs on 23.04.2021 in a sealed cover duly superscribed **‘Quotation for display of advertisement on the exterior and interior of coaches of Train No:02679/02680 (Coimbatore Junction- Chennai central- Coimbatore Junction) for a period of 90 days.’**
2. Quotations received after 12.00 hrs. on 23.04.2021 will not be considered. Quotations shall be submitted in the enclosed form only, failing which it will not be considered.
3. Earnest Money Deposit of Rs.12,100/- should be submitted along with the quotation form. It may be submitted in the form of DD drawn in favour of Sr.Divisional Finance Manager, Southern Railway, Salem. No interest will be payable by Railways on the EMD. Quotations without or with less EMD will be summarily rejected.
4. EMD amount will be adjusted with the Security Deposit.
5. The Earnest Money Deposit (EMD) referred above shall be forfeited in the event of not taking up the contract if awarded within FIFTEEN DAYS from the date of issue of Letter of Acceptance.
6. After the successful completion of the contract, to the satisfaction of the Administration the Security Deposit/Effacement charges shall be refunded to the contractor after adjusting dues, if any, within a reasonable time subject to the following:
 - a. Payment of all amounts due to the Railways should be paid in full.
 - b. Removal of all advertisement materials within 7 days from the expiry of the contract period and submission of a ‘No due certificate’ of the Station/Depot Manager of the Station/Depot concerned to that extent.
 - c. Submission of a “No claim certificate” to the extent that the contractor has no amounts due to him/her from the Railways other than the Security Deposit.
7. Security Deposit/Effacement charges shall be deposited by the successful bidder before taking up the contract.
8. **The licence fee quoted along with GST at the rate of 18% , Security Deposit/Effacement charges shall be payable in full to the Administration in advance within fifteen days from the date of issue of Letter of Acceptance. The vinyl wrapping work should be completed within thirty days from the date of issue of Letter of Acceptance. The date of commencement of the contract is the actual date of display of advertisement or expiry of 30 days from the date of issue of Letter of Award whichever is earlier.**
9. The licence fee may be remitted in the form of Demand Draft drawn in favour of Sr.Divisional Finance Manager, Southern Railway, Salem.
10. The intending bidder is advised to study the quotation papers carefully. Any submission of a quotation by the bidder shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof.
11. Railway reserves the right to accept or reject any quotations, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time during the finalization process, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for Railway’s action.
12. In the event of not complying with any of the conditions stipulated, by the licensee to the satisfaction of the Administration, the Administration shall have the right to terminate the contract and take any action deemed fit including forfeiture of all amounts paid in advance without prejudice to its right to claim damages from the successful bidder.

Signature of bidder

- 13. In the event of failure to accept the LOA within the allotted period and failed to execute the work within the time frame duly paying all the dues by the highest bidder, Railway administration will allot the order to next eligible highest bidder.**
14. The details of the train, composition of coaches & area available for display of advertisement is mentioned in the annexure I. The amount to be quoted is based on the total area available for display of advertisement (both exterior and interior area) as mentioned in the annexure. The total amount to be quoted is the total amount offered for 90 days. If there is only one bidder, he will be awarded the contract if the bid is above the Reserve Price. All payments should be made in advance before taking up the contract.
15. **Authority for acceptance:** The authority for acceptance of the quotation will rest with the Sr.Divisional Commercial Manager, on behalf of President of India, who shall not be bound to accept the highest offer or any tender or to assign any reason for non-acceptance or rejection of any tender. The Administration reserves the right to accept any quotation in respect of the whole or any portion of the work specified in the quotation paper or to reduce the work or to accept any quotation for less than the tendered area without assigning any reason whatsoever.
- 16. Tax: Any tax levied by State/Central Government in this regard should be remitted by the successful bidder directly and submit records of such payment.**
17. **Agreement:** The successful bidder/s shall be required to execute and agreement on non-judicial stamp paper of due value in duplicate with the President acting through the Sr.Divisional Commercial Manager, Divisional Railway Manager's Office, Salem within 45 days from the date of receipt of LOA or before commencement of display of advertisement whichever is earlier in the format given by the Railway Administration.
18. **Indemnity:** The licensee shall keep the Railway Administration indemnified and completely absolved for any risk damage or loss, however caused due to any kind of disturbance 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 Employee's Compensation Act, Contract Labour (Regulation & Abolition) Act (CLRA) 1970, Contract Labour (R&A) Rules 1971 and shall also comply with the provisions of The Code on wages, 2019 in force. The licensee should indemnify and hold indemnified the Railway Administration towards any compensation or orders or award and whatsoever under the Consumer Protection Act or any other act applicable for time being in force for all acts of commission and omission on the part of licensee.
- 19. Approval of advertisement displays and restriction:**
The licensee shall take prior approval of the text/design/colour of the advertisement from the Senior Divisional Commercial Manager. The approval of the design will be based on the prevailing rules from time to time.
All displays should bear the file reference number and validity period of contract.
20. In the event of death of licensee or death of one or more partners in case of partnership firm, the Administration's decision on the continuing of contract by the legal heir/survivor for the unexpired period of contract will be purely at the discretion and permission of the Administration on production of legal heir certificate subject to fulfillment of all the terms and conditions of the contract.
21. Until a formal agreement is prepared and executed, the letter of acceptance and this quotation shall constitute a binding contract between the successful bidder and the Administration subject to modification as may be mutually agreed to as indicated in the letter of acceptance.

Signature of bidder

22. Based on the extant rules/orders, issued by Railway Board from time to time, the agreement shall at all times be open to any addition / alteration/ change / modification / revision / review/ extension/ amendment / with regard to any/all the clauses of the tender/agreement and such modification shall be binding on both the parties to the contract by executing necessary rider agreements to incorporate the modification/alteration/amendments etc.

23. Compensation or refund

- a. If for any reason the Administration is not able to honor the whole/part of the contract and considers it necessary to cancel the whole contract or to reduce the scope of the work on Railway account, no compensation will be payable for such cancellation or reduction, except refund of the proportionate amount of licence fee due to the contract, without any interest. No appeal against this decision will be entertained.
- b. The Administration shall not be responsible for any loss or damage caused to the contractor due to total or partial discontinuance of the display of the advertisement under the agreement for any reasons whatsoever. The licensee shall secure business for display of advertisements on his own and shall not claim compensation in case of inadequate patronage.

- 24.Termination of contract:** The Administration/Competent Authority of the Administration shall terminate the contract for any breach of conditions without assigning any reason/reasons at any time by giving notice of not less than 14 days.

- 25.Penalty:** Fine/Penalty distinct from penal charges for occupying excess area or in any deviation of the conditions of the contract shall be levied by Divisional Railway Manager (Commercial) , Southern Railway, Salem or any other official authorized by him and the amount of such fine/penalty shall not exceed Rs.2000/- per occasion. Appeal, if any, can be made to the Divisional Railway Manager, Southern Railway, Salem. Fine/Penalty shall be levied on the following grounds:

- a. The licensee shall be liable to pay fine up to a sum as aforesaid (the quantum will be decided by Railway Administration on case to case basis) for misconduct or breach of provisions of this agreement on the part of the licensee or any of his/her agents, servants, workmen to observe or perform any of the terms and conditions of the contract.
- b. Penalty shall be levied if the licensee's staff is found drunk/indulging in bad conduct/ creating nuisance on duty or any other offence committed detrimental to the Administration after a proper investigation into the matter.
- c. If the licensee displays advertisement in excess area/displays without prior permission from the Administration, the licensee is liable to be charged for such advertisement/excess space occupied up to a sum equal to **FOUR times** the proportionate rate for such area. This is distinct from the fine/penalty as aforesaid.

Signature of bidder

SPECIAL CONDITIONS FOR DISPLAYING ADVERTISEMENT ON THE INTERIOR & EXTERIOR OF COACHES OF TRAINS:

1. The contract is awarded for a period of 90 days or up to finalization of tenders whichever is earlier.
2. The successful bidder will be authorized to utilize only the area offered in the quotation.
3. Only the offer rates above the notified tariff rates shall be considered for evaluation.
4. **Area Of Application On Coaches:**
 - Exterior:** Area of application on coaches is permitted only on the area under the windows of the side walls.
 - Interior:** Area of application in interior shall be as per the area mentioned in Annexure I.
5. Advertisement shall be displayed in the form of wrapping up of Fleet Graphics films or low cost vinyl film or calendared polymeric vinyl film or cast vinyl film as per RDSO specifications on the exterior surface of coaches. Such wrapping up of coaches shall be done without interfering with the display of coach numbers, class indication, zebra stripes, logo, indication boards, space for pasting reservation chart and any other railway matter painted or pasted on the coach. The windows, doors, emergency exit etc. should be excluded from the area for advertisement. Advertisements should be displayed without spoiling the appearance of the train.
6. Fleet Graphics film sheet to be used for advertisement on Snack trays (Interior). Details of area is enclosed in Annexure I.
7. The successful bidder shall provide all display material at their own cost.
8. The licensee will have to get the clearance for display of advertisement from the competent authority(if required)and also pay advertisement tax etc, if any, imposed by the authority acting on behalf of Court or state Govt. or Central Government such charges if any, are not deductible from amount quoted in this contract agreement.
9. The technique adopted in wrapping of the exterior body of the coach windows should not interfere with the paint texture (gloss etc) while taking off the same.
10. The display plan shall be prepared by the successful tenderer and submitted for approval of Divisional Railway Manager (Commercial) and Divisional Railway Manager (Mechanical).
Coaching depots will be the nodal point for implementing the contract. Divisional Railway Manager (Commercial) will be coordinator and implementation will be done by Divisional Railway Manager (Mechanical).
11. During installation of display system by the licensee if any portion of the coaches is damaged or spoiled, the same shall be made good immediately by the licensee at its own cost to the entire satisfaction of the administration. Even otherwise; after fixing of the advertisements, the coach surface shall be fully restored to its original shape / colour by the licensee at its own cost to the entire satisfaction of the railway administration. In the event of failure to do so, security deposit / EMD converted to SD will be forfeited besides termination of the contract.
12. Under every display of advertisement, the period of contract and the contract reference file number should be legibly printed/ written and in case of non-availability of the same, it shall be treated as unauthorized and action will be taken to remove the advertisement from the coaches.
13. The successful bidder shall arrange to wrap the coach as per the instructions of the depot in charge of the coaching (maintenance) depot.
The successful bidder shall demonstrate the process of wrapping up of one coach and the same shall be inspected by the depot in charge of the coaching (maintenance) depot. Upon satisfactory wrapping of one coach, wrapping shall be permitted for all the other coaches.
The successful bidder shall provide the advertisement within the scheduled maintenance time on the pit line without interfering with the normal maintenance of the coaches.
14. Vinyl wrapping on windows of coaches will not be permitted.

Signature of bidder

15. Only anti-corrosive adhesive and non-inflammable materials for stickers shall be used by the successful bidder. The successful bidder shall be solely responsible for any loss or damage to railway property. Rail users or any other party, arising out of any fire hazard caused by the materials used for advertisement.
16. The material used for advertisement should withstand the process of washing of coaches both manual and mechanized. No cause for damages or any claim shall be entertained on account of any of the cleaning of the coach on the messages displayed. The cleaning process may undergo change without prior consultation with the contractor.
17. The Railway administration does not guarantee the availability of all the coaches in the train composition. However, all reasonable care will be taken to ensure integrity of train composition.
18. The Railway administration will have the right to alter the pattern of train service, i.e., change in timings, change in from and to stations, change in rake composition etc.
19. Immediately on expiry of the contract, the advertisement shall be removed by the successful bidder within 7 days and the coaches/rakes should be returned in its original condition and texture.
20. The successful bidder shall obtain a certificate from the coaching depot in charge to the effect of returning the coaches in its original texture after removing the advertisement and submit the same to Divisional Railway Manager (Commercial) for arranging refund of security deposit.
The advertisements should be such that they do not leave behind any residual substance when removed. In case of any adverse effect of the advertisement observed on the aesthetics of the coach or the cleanliness of the coach, the advertisements shall be removed by the successful bidder at his own cost. The adverse effect shall be recorded by representatives of both Commercial and Mechanical Dept.
21. In the event of failure on the part of the advertiser to remove the advertisement materials and return the coaches in its original texture, the security deposit will be forfeited. Any expenditure incurred by the Railway due to the failure of the contractor in this regard will be payable by the contractor. Failure in this regard will attract blacklisting of the contractor in future for Railway Contracts.
22. The successful bidder shall undertake the work subject to the condition that the Railway administration will not be responsible for any injury or loss of life to the personnel engaged by the successful bidder to execute the work of display of advertisements.
23. In the case of electrified coaching depots, the contractor shall ensure that due care is taken to prevent electrocution of men and materials and will undertake the work under the supervision of concerned Railway authorities. No compensation will be payable by the Railway administration in the event of any injury/death due to negligence on the part of contractor/his staff. The responsibility to prove that there is no negligence on the part of the contractor/his staff lies with the contractor.
24. The technique adopted in wrapping of the exterior body of the coach with self-adhesive vinyl stickers should not interfere with paint texture (gloss etc) while taking off the same.
25. The successful bidder shall not be entitled to any compensation in the event of damage, loss or theft of the display material.
26. The successful bidder shall pay and clear any demand of advertisement tax/cess from appropriate civil authorities and the Railway Administration is not liable either for payment of tax/cess or penalty for non-payment of such tax/cess.
27. A Security deposit amount of **Rs.2,12,211/- (Rs.11,169 per coach x 19 coaches)** shall be made as **'Security Deposit/Effacement charge deposit'** that shall be refunded on proper effacing of advertisement by the advertiser. **If the successful tenderer fails to efface the advertisement properly to the satisfaction of railway administration, this deposit shall be forfeited.** It may be submitted in the form of DD drawn in favour of Sr.Divisional Finance Manager, Southern Railway, Salem
28. The work of display of advertisement shall be done at the maintenance depot within the time allotted for maintenance. Detention of trains shall not be permitted under any circumstance.
29. The successful bidder shall abide by the provisions of all acts and rules regarding wages, labour etc prevailing in the country and shall be solely responsible and punishable for violation of any such laws or rules.

Signature of bidder

30. Details of coaches offered for advertisement are detailed in Annexure I.

31. VINYL FILMS:

The specifications are indicative and the latest specifications issued by RDSO for the above mentioned Vinyl wrapping displays have to be followed. The same is available in the website www.rdso.indianrailways.gov.in.

IMPORTANT CONDITIONS FOR DISPLAYING ADVERTISEMENT ON THE INTERIOR & EXTERIOR OF COACHES OF TRAINS:

- i. Painting on Rolling stock for the purpose of advertisement cannot be permitted. Vinyl wrapping of the train exterior can be permitted as per RDSO's extant specifications for all Rolling stock. Vinyl wrapping of Rolling stock windows and doors cannot be permitted as these would affect the view of passengers. Further, vinyl wrapping in both AC and Non AC coaches, EMU, MEMU and DEMU is to be permitted only on the area under the windows of the side walls as indicated by hatched portion in the enclosed drawing. This will ensure that the information provided on the Rolling Stock remains clearly visible. This will provide a continuous strip of advertisement across the train length which will be aesthetically pleasing.
- ii. Vinyl wrapping can be permitted on Rolling Stock due POH also subject to the provision that in case some work is to be carried out on the exterior of the Rolling Stock during POH, vinyl wrapping shall be removed by the workshop. Re-wrapping in such cases will have to be undertaken by the concerned contractor at his own cost.
- iii. Change of advertisement may be permitted during the contract period. After the completion of the contract, the Rolling stock shall be restored back to their original condition after removal of the vinyl wrap both from inside as well as outside. Any damage to the surface will have to be restored by the concerned contractor as per Railway's specifications at his own cost to the satisfaction of Sr.DME or his representative. For this purpose, adequate security deposit is to be maintained by the contractor with the Railways.
- iv. The mechanism to determine the date of validity of advertisement and restoring the Rolling Stock to its original condition after expiry of the validity period are to be clearly spelt out and the Rolling Stock is restored to its original condition after the expiry of the advertisement contract. The security deposit or any other form of guarantee of the contract is to be released only after certificate of no damage to Rolling Stock surface has been obtained from the concerned Sr.DME.
- v. The contract to be managed by the Commercial Department. However, advertisement plan, methodology of execution, location for pasting advertisement, etc. are to be finalized in consultation with PCMEs in Zonal headquarters and concerned Sr.DMEs in Divisions.
- vi. Due diligence should be shown in selection of advertisement content so that the same conforms to statutory provisions and does not in any way compromise the overall Rolling stock/train aesthetics or appears offensive or undignified in any manner.

Signature of the Bidder

Date:

Address:

Declaration for tenderers who use quotation form downloaded from website

I/We have downloaded the quotation form from the internet site www.sr.indianrailways.gov.in and I/We have not tampered/modified the quotation forms in any manner. In case, if the same is found to be tampered/ modified I/We understand that my/our quotation will be summarily rejected and full Earnest Money Deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of the Bidder

Date:

Address:

Annexure I

Details of Area for advertisement on the coaches (Exterior & Interior) of Train No:02679/02680

Train No: 02679/02680 (LHB Rake) ; No. of Rakes=1							
S N	Type of Coach	No. of Coaches	Exterior		Inside Coach		Total Area in sq.ft per rake
			Area/ Location	Size in sq.ft	Area/Location	Size in sq.ft	
1	AC Chair Car	2	Outer side	595	Entry side panel (02)	91	895
					Entry side panel (02)	52	
					Center Tables Top (01)	9	
					Center Tables Top (01)	12	
					Seat Back side Tray (68)	136	
2	Chair Car	13	Outer side	3867.5	Entry side panel (04)	364	5687.5
					Center Table Top (02)	208	
					Seat Back side Tray (96)	1248	
3	GS	4	Outer side	1120	N/A	NIL	1120
	Total	19	Total Area per Rake	5582.5		2120	7702.5 sqft

Type of coach	No. of coaches	Exterior- Total advertisement area in sq.ft	Exterior- Quotation rate for 90 days	Interior- Total advertisement area in sq.ft	Interior- Quotation rate for 90 days	Total Quotation rate for 90 days
AC Chair Car	2	595	4,12,953	300	1,88,187	6,01,140
Chair Car	13	3867.5		1820		
GS	4	1120		0		
Total	19	5582.5		2120		

Closure of Submission of quotation form	12.00hrs of 23.04.2021
Earnest Money deposit (EMD)	Rs. 12,100/-
Assessed Earnings Potential for 90 days	Rs. 6,01,140/-
Period of Contract	90 days

Signature of bidder