



To  
The President of India  
Acting through Sr. Divisional Commercial Manager  
N.F.Railway Katihar

Affix recent pass port  
size photographs duly  
signed by the tenderer  
and attested by the  
Gazetted officer

Sir,

**Sub:-** Tender form for Wrapping up of coaches on the outside surface & inside Penal  
for Train No. \_\_\_\_\_  
\_\_\_\_\_ running over Katihar Division  
N.F.Railway.

**Ref :- Press Notification No. C/150/1-AD/Pt. XI dated 10 /03 /2010)**

I/We have used the Terms & condition governing the booking of Train No.  
\_\_\_\_\_ runs over  
N.F.Railway for putting advertisement by Wrapping up of coaches using Vinyl stickers inside and outside  
the coaches on annual rental basis hereby agree to abide by the said terms and 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  
default thereof I/ We will be liable for forfeiture of my/our earnest money deposit.

I/we have deposited the cost of tender form Rs. 1,000/- (one thousand) vide Money receipt  
No. \_\_\_\_\_ dated \_\_\_\_\_/\_\_\_\_\_/2009 only non refundable or submitted Indian Nationalized  
Bank's Draft for Rs.1,000/- (rupees one thousand) only non refundable drawn in favour of F.A &  
C.A.O/N.F.Railway/Maligaon,Guwahati-11,payable at Katihar vide Bank draft bearing No. \_\_\_\_\_  
issued by (Bank name) \_\_\_\_\_ of station \_\_\_\_\_ .

I./we have deposited Earnest Money for a sum of Rs. 15,000/- (fifteen thousand) only through  
Indian Nationalized Bank's (name of the Bank) \_\_\_\_\_ issued at station  
\_\_\_\_\_ Demand draft bearing No. \_\_\_\_\_ of dated \_\_\_\_\_ / \_\_\_\_\_ /2010 drawn in favour  
of FA & CAO/ N.F.Railway/Maligaon, Guwahati-11, payable at Katihar.

**Sealed cover containing**

Encl:- Sealed cover will be containing  
Packet –"A" – Containing documents of credential/experience of the same  
nature of work, Blue print of display plan for advertisement outside surface  
& inside panels of train, Firm's Registration, Proprietor's documents, Partnership  
deed, Bankers' certificate, Income Tax clearance documents, PAN No, Tender form  
cost, Earnest Money, Tender form/Terms and conditions of the contract  
duly signed by the tenderer on each pages etc.

\_\_\_\_\_  
Name of the Advertisement Agency/Tenderer  
(in block letter)

Place  
Date

Signature of the tenderer \_\_\_\_\_  
Full address of tenderer/Firm/Agency \_\_\_\_\_



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**Sub:-** Tender form for Wrapping up of coaches on the outside surface & inside Penal  
for Train No. \_\_\_\_\_  
running over Katihar Division, N.F.Railway.

**Ref :- Press Notification No. C/150/1-AD/Pt. XI dated 10 /03 /2010**

I/we hereby tendering for awarding contract for putting advertisements by Wrapping up of  
coaches using Vinyl stickers inside and outside the coaches on annual rental basis for Train No.  
\_\_\_\_\_ running over  
N.F.Railway in accordance with the terms and conditions embodied in the tender's instruction/terms and  
conditions form attached.

I/we have read all the terms and conditions of this contract and signed each pages of the tender  
and agree to abide by them. I/we have submitted the required documents of Packet-"A" through the  
separate sealed cover for awarding contract for Wrapping up of coaches on the outside surface & inside  
Penal for Train No. \_\_\_\_\_  
running over N.F.Railway.

I/we agree to pay the Railway Administration the sum of Rs. \_\_\_\_\_ (in Ward)  
\_\_\_\_\_ (annually) as one year  
license fee against the Reserve Price for putting advertisements by Wrapping up of coaches using Vinyl  
stickers inside and outside the coaches on annual rental basis.

I./we have deposited Earnest Money for a sum of Rs.15,000/- (Fifteen thousand) only in shape of  
Demand Draft/Banker's cheque of Indian Nationalized Bank payable in favour of F.A &  
C.A.O/N.F.Railway/Maligaon, Guwahati, payable at Katihar vide Bank Demand draft/Bankers' cheque  
bearing No. \_\_\_\_\_ dated / /2010 issued by (Bank name) \_\_\_\_\_ of  
station \_\_\_\_\_

D.A : Packet "B"

Containing the offered rate of the tenderer to pay the Railway  
Administration (yearly for 1<sup>st</sup> year) only against the Reserve Price  
yearly for 1<sup>st</sup> year.

Place  
Date

\_\_\_\_\_  
Name of the Advertisement Agency/Tenderer :-  
(in block letter)

Signature of the tenderer \_\_\_\_\_  
Full address of tenderer/Firm/Agency \_\_\_\_\_

**TERMS AND CONDITION FOR ANNUAL CONTRACT OF CARRYING ADVERTISEMENTS BY WRAPPING UP OF COACHES USING VINYL STICKERS INSIDE AND OUTSIDE OF THE COACHES FOR VARIOUS TRAINS RUNS OVER N.F. RAILWAY.**

1. Sealed open Tenders (in two packet system) are invited by the Sr. Divl. Commercial Manager/ N. F. Railway/Katihar from the experienced individuals, organization or advertising agencies for putting advertisement by Wrapping up of coaches using Vinyl stickers inside and outside the coaches of various Trains (mentioned below) runs over Katihar Division, N. F. Railway on annual Rental basis against the Reserve price yearly.
2. The description/Space/measurement of the advertisements through Wrapping by using Vinyl stickers inside and outside the coaches will be as under :-

Location	Space for advertisement	Number of advertisement may be displayed	Total measurement of advertisement space
Below window of a coach	200" x 20"	02 nos. (one at each side of a coach)	Outside of a coach 124.96 sq.ft
	150" x 20"	02 nos. (one at each side of a coach)	
Above window of a coach	60" x 20"	02 nos. (one at each side of a coach)	
	40" x 20"	02 nos. (one at each side of a coach)	
Inside of a coach	20" x 10"	10 nos. (inside in a coach)	Inside of a coach 21.35 sq.ft
	15" x 04"	10 nos. (inside in a coach)	
	10" x 10"	05 nos. (inside in a coach)	

3. The display charge for wrapping of a coach for inside area is @ Rs. 400 per sq.ft. and for outside area is @ Rs. 66 per sq.ft.. The Train number, number of coaches & destination with the Reserve price of the Trains offering for advertisements are as follows:-

Train No.	Runs in between (from/To)	No. of coaches in each direction	Space will be provided for outside area	Space will be provided for Inside area	Reserve Price (Yearly) for 1 <sup>st</sup> year
637/639/643/644/638/640/604/ 605/ 627/ Up Passenger special /631/628/Dn Pass. Special/ 632	Katihar-Radhikapur-Jogbani-Siliguri Jn., Jogbani- Barsoi- Malda Town-Katihar	10 nos.	Space will be provided in each coach i.e 124.96 sq.ft and display charge is @ Rs. 66 per sq.ft.	Space will be provided in each coach i.e 21.35 sq.ft and display charge is @ Rs. 400 per sq.ft.	Rs. 1,68,000/- (rupees one lakh sixty eight thousand) only
612/611	New Jalpaiguri-Malda Town-New Jalpaiguri	08 nos.			Rs. 1,34,000/-(rupees one lakh thirty four thousand) only
615/619/617/616/620/618/ 0645/0646	New Jalpaiguri-Haldibari	07 nos.			Rs. 1,18,000/-(rupees one lakh eighteen thousand) only
633/635/641/634/636/642/606/603/ 629/630	Katihar-Malda Town-Jogbani-Radhikapur-Katihar	10 nos.			Rs. 1,68,000/-(rupees one lakh sixty eight thousand) only
5742/5764/622/621/ 5763/5741	Alipurduar- New Jalpaiguri-Balurghat-Malda Town-Balurghat-New Jalpaiguri, Alipurduar	11 nos.			Rs. 1,85,000/-(rupees one lakh eighty five thousand) only
5719/5720 (Intercity Express)	Katihar- Siliguri Jn.-Katihar	10 nos.			Rs. 1,68,000/-(rupees one lakh sixty eight thousand) only
602/601/607/608	Katihar-Radhikapur-Katihar-Malda Town-Katihar	10 nos.			Rs. 1,68,000/-(rupees one lakh sixty eight thousand) only
Telta Passenger	Katihar-Telta	05 nos.			Rs. 84,000/-(rupees eighty four) only

4. This novel system of advertisement on inside and outside panel of the various Trains (mentioned above), plying over N.F.Railway touching some important station and towns is to promote sales of the brand/services/corporate names/messages through their advertisements.

5. The Railway reserve the right to accept and reject the bid without assigning any reason whatsoever, it may be.
6. Railway Administration will have the right to interrupt displaying of advertisement at any time of successful tenderer without any notice.
7. If the tenderer/bidder dies after submission of his/her tender or after the acceptance of his/her tender, the Railway shall deemed such tender as cancelled.
8. The Cost of the each Tender form & terms and conditions of contract is **Rs. 1,000/- (one thousand) only** (non refundable) which can be obtained on any working day from the office of Sr. Divisional Commercial Manager, N.F.Railway,Katihar and from the office of Area Manager/N.F.Railway/New Jalpaiguri. A Tender form and its terms and conditions can be used for submitting the offer for one contract only. A tenderer can drop his offer for more then one contract through the separate Tender form for each contract with separate amount of Earnest Money.
9. The tenderer have to submit their offer in a sealed cover through two-packet system. "Packet-A" will be containing documents of credential/experience of the same nature of work, Blue print of display plan for carrying advertisement by Wrapping up of coaches using vinyl stickers inside and outside the coaches, Firm's Registration, Proprietor's documents, Partnership deed, Bankers' certificate, Income Tax clearance documents, PAN No, Tender form cost, Earnest Money, Tender form/Terms and conditions of the contract duly signed by the tenderer on each pages etc. and "Packet- B" will be containing the rates offered by the tendered to pay the Railway Administration yearly as 1<sup>st</sup> year only against the Reserve Price yearly for 1<sup>st</sup> year. Packet-"B" is the financial offer/Bid which will be opened only after short listing of eligible applicants on the basis of Packet-"A" and will contain the financial bid only and no other documents. The financial bid of license fee will be in terms of lump-sum amount payable by the licensee to Railway annually. The offer should be conspicuous both in figures and in words. Any overwriting, correction or insertion will not be accepted
10. Tenderer have to submit the Display Plan for both inside and outside duly prepared by him alongwith other documents of the tender. The Plan submitted by the tenderer will be checked/ corrected or approved by Sr. Divisional Commercial Manager and Sr. Divisional Mechanical Engineer (C & W).
11. Tender paper (in sealed cover) **will be dropped in the Tender Box from 10.00 to 13.00 hrs. of 19/04/2010** at Katihar kept in Asstt. Commercial Manager's chamber/N.F.Railway/Katihar, DRM building, Katihar P.O & Disstt: Katihar (Bihar) and New Jalpaiguri kept in the chamber of Area Manager/New Jalpaiguri P.O : Bhaktinagar, Dist: Jalpaiguri (W.B). The sealed cover should be marked **"TENDER FOR CARRYING ADVERTISEMENTS ON TRAIN NO. BY WRAPPING UP OF COACHES USING VINYL STICKERS INSIDE AND OUTSIDE OF THE COACHES"**. Tender sent through Registered Post will be on the risk of tenderers only.
12. The tender paper and terms and conditions are required to be signed on each page by the person or persons before submitting tender. **The Tender Box of Katihar & New Jalpaiguri will be opened on 20/04/2010 at 16.00 hrs.** in the chamber of ACM/II/N.F.Railway/Katihar only in presence of the representative of Divisional Accounts Office, N.F.Railway/Katihar. The intended tenderer, however may remain present.
13. The tender, which were received after the time and date specified above, will not be accepted. The amount of tenders should be legibly written in **INK in FIGURE and in WARDS**. The tenderer should be financially sound and for this purpose they should submit a Credential Certificate not minimum of offered value from Indian Nationalized Bank alongwith the experience certificate of the Advertisement work.

14. The highest offer received should normally be considered for acceptance by the approving authority. In case of highest bidders fails to deposit the Earnest Money and Bid amount, the subsequently highest bidder will be called to deposit the aforesaid money offered by highest bidder on the approval of the competent authority. The Earnest Money of the successful tenderer will be adjusted from the License fee. The tendering party must note the measurement, Location/earmarked space etc. to be given for the purpose of display of advertisement before submitting the tender, request of extension in the measurement not be entertained after the contract has been awarded.
15. The party/agency offering quotations should have sufficient experience in the field and possess required technical knowledge.
16. **Earnest Money will be Rs. 15,000/- ( Fifteen thousand)** only which will be submitted in the form of Bank/Demand Daft issued from Indian Nationalized Bank only drawn in favour of FA & CAO, N.F.Railway, Maligaon, Guwahati-11, payable at Katihar which should accompany the tender form with other documents. Earnest Money will be refunded in full without any interest to unsuccessful tenderer. There will no liability on the Railway Administration in case of any delay in the refund. The Earnest Money deposited by the successful tenderer will be retained till deposition of the License fee for due and faithful fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement as well as starts the work within the stipulated time after receipt of the offering letter .
17. The successful tenderer will have to commence work within the stipulated time after finalization of tender at short notice.
18. The successful tenderer will be given one or two coaches in order to ensure whether the technique adopted by the tenderer for wrapping using vinyl stickers of the exterior body of the coach does not interferes with the Paint texture (gloss etc) while taking off the same as well as the other aspects before allowing full wrapping of the train. The advertising party will return the coach in its original texture after the vinyl has been removed.
19. The display of wrapping through using vinyl stickers should have high quality lamination and it should enhance the interior get up of the coaches. The number of such boards will vary for different type of coaches.
20. The offerer will have to be offered in this from only duly furnishing all the particulars as required therein. The authority for acceptance or otherwise of the highest offer received rests with the Sr.DCM/Katihar/N.F.Railway who is not bound to accept any offer or the assign any reasons for rejecting any offer.
21. The successful tenderer shall pay the tendered amount through a Bank Demand Draft drawn in favour of the FA&CAO N. F. Railway, Maligaon, Guwahati within 30 days from date of the receipt of such acceptance letter failing which the Railway Administration will be at liberty to cancel the acceptance of the tender without any notice and also entitled to forfeit the Earnest money. It is to be noted again that the amount of Earnest money will be retained till deposition of 1<sup>st</sup> year License fee and Security Money for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement as well as starts the work within the stipulated time after receipt of the offer letter..
22. Railway Administration shall have the right to interrupt displaying of advertisements at any time of successful Tenderer without any notice.
23. The successful tenderer will not display the advertisement more than the area/space specified above. However, additional 10% (ten percent) space, number of advertisement may be permitted on payment of prorata rate if agreed to by the Railway Administration. Any further increase can be done as per the negotiated rates between DRM(C)/Katihar.N.F.Railway and the tenderer.

24. The Railway Administration shall not be responsible for any loss or damage caused to the advertising agency due to the total discontinuation of this agreement for any reasons whatsoever.
25. The agency will indemnify the Railway Administration against any loss or damage to the property of the Railway Administration and / or against any claim under any act in force made by the employees of the Railway administration or any third party for death, disablement or injury to the person (s) or loss or damage to the property, etc. or due any reason whatsoever arising out or in any way connected with the display of advertisement on the outside of the train, or deleting of advertisement, or at the time of bringing the original colour of the train. Any sum paid by the Railway Administration by way of compensation/Charges/expenses in this connection will be considered reasonable shall be reimbursed by the agency to the Railway administration immediately on demand.
26. Railway Admn. Reserve the right to replace/reduce the advertisement space or number and the reduction in this space/number would be final. The licensee shall not be entitled for any damage or compensation by reason of such reduction other than proportionate allotment of display charges for the period of non display at the discretion of Railway Administration .
27. If it is found that the licensee has displayed advertisements in excess to the specified area/number awarded under this contract, he is liable to be charged for such advertisements/excess space 4 (four) times of the prorata rate of the CA as penalty for such display. In addition, Railways may remove these Boards on contractor's cost. Railway's decision in this regard will be final and binding and no claims will be entertained.

28. **SECURITY DEPOSIT**

The successful tenderer will have to deposit Security Money in the following manner for the due fulfillments of the agreement.

**Security Deposit for each work should be 10% (Ten percent) only of the total contract value.**

29. In the event of the failure on the part of the Licensee in payment of the rental charges or any other dues to the Railway Administration, Railway Administration will have the right to confiscate security Deposit of the party without prejudice to any other Law / Rule available.
30. The security money of the successful tenderer will not be released till the defacement is done and original colors of the coach is restored by the licensee.
31. The Railway Administration will have the right to adjust the security deposit in part or in full against any arrear or rental or any due whatsoever arising out of this contract or any loss sustained by the Railway Administration on account of breach of any of the conditions of the agreement by the licensee or any damage caused to the Railway Administration on account of other omission or negligence on the part of the licensee or his servant.
32. In the event of failure on the part of licensee in payment of display charges or any other dues to the Railway Administration will have the right to terminate the contract and to discontinue the display forthwith and confiscate the advertisements and other materials of the licensee without prejudice to any other right available.

**DISPLAY CHARGE**

33. The successful tenderer will have to pay the display charge yearly 3 months in advance at a time to the Administration. For any delay, 2% interest (normal) per month will be charged upto 3 months and then after the contract is liable to be terminated.

34. The Railway Administration reserve the right to terminate the Contract/Agreement in case of failure to deposit the license fee and other charges in due time also volition of instructions, Breach of any terms and conditions of the Contract/Agreement or without any reason at any time by giving one month's prior termination notice and the licensee shall not be entitled for any damage or compensation by reason of such termination other than proportionate allotment of display charges for the period of non display at the discretion of Railway Administration.
35. The licensee shall pay direct to Municipality or Government department concerned licensee fees, or any other taxes where levied or liable and Railway Admn. shall not be liable for payment or reimburse any payment in his behalf by the licensee.
36. The licensee can terminate his contract at any time after expiry of the period of 06 months from its operation, and then in such case the Security Money will be forfeited.
37. In case of licensee giving the notice of terminating his contract prior to expiry of 12 months from its operation, then in such case the security money will be forfeited.
38. The licensee shall be liable to be fined upto a sum of Rs. 5000/- (Five thousand) at the sole discretion of the Railway Administration for each misconduct on the part of the licensee or on the part of any of his agent, servant or workmen, to observe or perform any of the terms and conditions of this agreement.
39. In event of failure on the part of the licensee in payment of display charges or any other charges due to the Railway Administration, the Railway ADMINISTRATION will have the right to terminate the contract and to discontinue the display forthwith and confiscate the advertisement and other materials of the licensee without prejudice to any other right available.
40. The maintenance of the Passenger amenities provided by licensee would be the responsibility of the successful tenderer under the direct supervision of the Railway Administration.
41. **PERIOD OF CONTRACT :**  
The period of contract is limited for one year and may be extended for a further period of maximum 2 years (one year at a time), provided that an intimation in writing is made available to the controlling officer not less then 3 months in advance before expiry of the contractual period. However, Railway Administration reserves the right to extend the contract or to invite fresh tender after expiry of the terms of one year term. In case of extension, contractor will have to pay the next year License fee at a time for a year in advance @ 10% (Ten percent) compound increase of the previous year license fee.
42. **APPROVAL OF THE DISPLAY**  
The party must ensure that all Advertisement message brought by them to display on the outside and in side surface of specified train are duly certified by the competent Licensing Govt. Authority, if any. They will also obtain license required for the purpose and shall observe terms and condition of such licenses. They will be responsible for all consequences arising because of rules / laws in connection with screening of audio message.
43. The Licensee shall submit text of the advertisement to be displayed to Sr. DCM/ Katihar's office well in advance before its displaying for his approval in writing.
44. Tenderer has to display the License number and validity of the contract on each type of advertisement materials, which will be displayed.
45. Tenderer will have no locus stand to display of brand name /logo of sponsoring companies inside and outside the train.

46. No advertisements pertaining to tobacco liquors, transport, insurance against train accident, prohibited drugs etc. shall be permitted. The advertisement, which is considered objectionable in the eyes of the law and prohibited under various Acts and Laws of the Government or otherwise, shall not be displayed. There shall not be any sort of obscenity in the design and matter of the advertisement materials. The licensee shall be fully liable for any contravention in this regard and shall be liable under the Law of the land.
47. The Railway Administration shall not be responsible for any loss or damage caused to the advertising agency due to the total discontinuance of this agreement for any reasons whatsoever

**PLACEMENT OF COMMERCIAL SIGNAGE'S :-**

48. The licensee shall at all time indemnify the Railway Administration against all claims which may be made under the Workmen's compensation Act,1923 or any statutory modification thereof or other wise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by an labour/servant or person in his employment and engaged in the performance in his contract arising out of such accident labour/servant and shall be responsible for the sufficiency of all means by him for the fulfillment of the contract.
49. The tenderer/ agency will indemnify the Railway Administration against any loss or damage to the property of the Railway Administration and / or against any claim under any act in force made by the employees of the Railway administration or any third party for death, disablement or injury to the person (s) or loss or damage to the property, etc. or due any reason whatsoever arising out or in any way connected with the display of advertisement on the outside of the train, or deleting of advertisement,or at the time of bringing the original colour of the train . Any sum paid by the Railway Administration by way of compensation/Charges/expenses in this connection will be considered reasonable shall be reimbursed by the agency to the Railway administration immediately on demand.
50. In case of breach of any of the conditions mentioned herein, this agreement shall be liable to be terminated summarily without assigning any reason and the decision of the Divisional Railway Manager (Commercial)/N.F.Railway/Katihar, in this regard will be final and binding on the licensee. In this event, the security deposit of the licensee shall be forfeited.
51. This contract is entered into the express understanding that if for any reason/cause 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 proportionate refund the display charges for the un-expired period of the contract and no other claims because such non-exhibition shall be made or to be maintainable by the licensee against the Railway Administration.
52. The party/agency shall keep Railway Administration indemnified completely absolved of any risk / damage or loss how – so – ever caused to their property or to their personal under employment or otherwise engaged by them and in discharges of their duty with the panel advertisement system. The Railway Administration accepts no responsibility for any defect no matter however caused which may occur during painting of advertisement or deleting the same or at the time of bringing the original colour of the train or other advertisement related works or advertisement material belonging to the agency.

**ELECTRICAL CONSUMPTION**

48. The licensee shall furnish their requirement for electrical consumption such as load requirement hours of burning etc. in advance, if any to Sr. DEE/Katihar or New Jalpaiguri /N.F.Railway for providing such connection and for calculating the consumption charges.

49. The licensee shall pay in advance the estimated consumption/Service charges etc. to be estimated by the Railway administration as applicable for the outsider. Meter wire charges are also payable by the licensee in advance when advise by DRM(Elec.) for a period of one year in advance.
50. The Railway Administration shall have the right to reduce, stagger or disconnect electricity supply due to power shortage or by other cause, whatsoever without prior notice to the licensee and without being liable for compensation or proportionate reduction or rent or other charges. The Railway Administration shall not be responsible for failure, interruption or break down of electricity supply or damage to equipment / objects due to electricity supply from whatsoever cause and refund of charges for display shall not be permitted on account of such failure or electricity. In case of failure, the licensee should make his own stand by arrangement.
51. The licensee agree to indemnify the Railway Administration against loss or damage to the property of the Railway Administration and or against any claims under Act in force including Workmen's Compensation Act, 1923 made by the employee of the Railway Administration or any third party for death, disablement or injury to person or loss or damage to the property etc. or due to any reason whatsoever arising out of or in any way connected with the installation of advertising materials, construction of structure for exhibition, maintenance of dismantling of advertisements, any amount if so paid by the Railway Administration by way of compensation costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the licensee to the Railway Administration immediately on demand.
52. Moreover, licensee shall be liable to compensate the Railway Administration for all damages and losses that may be cause to the property belonging to the Railway Administration whether in his possession or not through his negligence, misconduct, default or any other act of commission or that of his agents, servants or employees.
53. Also the Railway administration will not be responsible for any accident, damage caused during the creation of any passenger, labour, workers etc.
54. The Railway Administration has no objection if the licensee engages other companies/agencies for the purpose of execution of fabrication, painting and selling advertisements, space to users intending to promote the sale of commodities or service to advance on idea or to bring about some other effect desired by the advertiser. At no time, subletting of sole right for advertisement to other advertising agencies would be permissible under this agreement.
55. Free passes for Railway journey shall not be permissible.
56. At the cost expenses incidental to the preparation and completion of these present including stamp duty shall be born by the licensee.
57. The agency will be required to enter in to an agreement with the Railway Administration. In case of breach of any of those conditions mentioned therein the agreement will be liable to be terminated without assigning any reason and the decision of the Railway administration in this regard will be final and binding on the agency.
58. Until a formal agreement is accepted/executed by the tenderer, the terms and conditions of the tender form shall constitute a binding contract.
59. The successful tenderer have to execute the agreement within 30 days form with the Railway Administration after deposition of the License fee and Security Money.

**Arbitration clause :**

60. In the event of any question, disputes or difference arising under these conditions of or in connection with this contract (except as to any matters the exclusion of which is specially provided for these conditions) the same shall be referred to the sole arbitration of Gazetted Railway Officer appointed to be the Arbitrator by the General Manager, N. F. Railway, Maligaon, Guwahati 781011. 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 a railway Servant has expressed views on all or any of the matter dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
61. 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 a manner aforesaid.
62. It is further in terms of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible the matter should not be referred to arbitration at all.
63. The arbitrator may from time to time with the consent of all parties to the contract enlarge the time for making the award.
64. Upon every and any such reference, the assessment of the cost incidental to the reference, and award respectively shall be in the discretion of the arbitrator.
65. Subject as aforesaid, the arbitration and conciliation Act, 1996, and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this section.
66. The venue of arbitration shall be place from which the acceptance certificate is issued or such other place as the arbitrator at his discretion may determine. In this section, the authority to appoint the arbitrator in case there be no such authority, the officer who is for the time being in discharging the function of that authority whether in addition to other function or otherwise.
67. In all other matters not specially provided for or allowed for herein and as specified in the tender schedule shall be accordance with the contractor shall be bound by the N. F. Railway, General conditions of contract and standard specification corrected upto date and any corrigendum and correction issued time to time by the Railway Administration.

For Divisional Railway Manager (Comml)  
Northeast Frontier Railway/Katihar  
for and on behalf of the President of India