

(Bid document/ application form)  
APPLICATION FOR EMPANELMENT OF ADVERTISING AGENCY

NAME OF AGENCY.....

FULL ADDRESS.....

.....

To,  
The Chief Public Relations Officer,  
Northeast Frontier Railway  
Maligaon, Guwahati-11

Dear Sir,

1. I/we have read all the terms and conditions and hereby agree to abide by all the said conditions. The terms and conditions are enclosed, signed on each page, along with our seal, signifying our acceptance. I/We have understood that along with this applications (in three pages) and I/we has/have attached the complete terms and conditions & declaration (in twelve pages), duly signed along with seal, otherwise our application will be summarily rejected before, during or after the empanelment process.
2. I/We have understood and agree that in case we indulge in canvassing or trying to influence the process of empanelment or the decision of N.F. Railway before, during or after the empanelment process, our application will be summarily rejected.
3. The following documents/copies are enclosed with this application (please tick the applicable)
  - a. Copies of all supporting documents as per terms & conditions duly self-attested.
  - b. Valid Income Tax Clearance Certificate / Income Tax return filed for last 3 years i.e. 2015-2016, 2016-2017 and 2017-2018.
  - c. Documentary Evidence of submission of Service Tax / GST for last 3 years i.e. 2015-2016, 2016-2017 and 2017-2018 along with Service Tax/GST registration certificate.
  - d. Valid GST & CST registration certificate.
  - e. Valid Full INS accreditation certificate issued by Indian Newspaper Society.
  - f. Details of print media advertising turnover of the agency during 2015-2016, 2016-2017 and 2017-2018 duly certified by a Chartered Accountant.

- g. List of clients, including Railways, with dates from and to regarding period of engagement, since **1<sup>st</sup> April 2015**, certified by a Chartered Accountant.
- h. Details of office set-up in Guwahati and any other cities (address, phones-both fixed and mobile, faxes and e-mail and declaration in terms of Para-B (5) of terms and conditions.
- i. List of professionals on rolls at the Guwahati office and other cities along with details of the professionals, such as their name, designation, academic and professional qualifications and length of service with the agency duly certified by Agency's Chartered Accountant.
- j. Details of infrastructure at Guwahati and any other cities (whether commercial premise or other, floor space, equipments and machinery), duly certified by the Agency's Chartered Accountant. It includes:
  - (a) Number of computers (attested copies of original bills of purchase attached)
  - (b) List of Software (including operating system) used and attested photocopies of original bills and licences attached.
- k. Attested copies of the documentary proof establishing that advertising agency's office in Guwahati and any other cities is functional for the last 3 years without any break (including trade license issued by Municipal/Civil administration).
- l. One art work (Display Advertisement) each in **Assamese, Bengali, Hindi and English**, languages each of the five topics listed below on A-4 size paper (colour).
  - (a) N.F. Railway - The Lifeline of Northeast.
  - (b) Campaign to warn passengers of gangs operating in Railways who drug passengers and rob them of their belongings.
  - (c) Ticketless travel on train is a punishable offence.
  - (d) Cleanliness in Railway premises and train.
  - (e) Railway Helpline numbers on safety and security.
- m. Four art pulls for tender notice, one in English (**6 point Arial font, 7.5 line spacing**, other parameter normal), and one each in Hindi, Assamese and Bengali mentioning font name, front size, line space and other parameters faithfully reproducing the text in minimum possible size keeping in view readability for this purpose, as given in the application form as **Annexure-02**.
- n. Two display advertisements, which are considered our best, released after 1<sup>st</sup> April 2018, along with the date of publication, names of the newspapers / periodicals, and respective release orders of the client. Testimonials from the clients of these

advertisements are also attached, and I/we understand that in absence of testimonials from Marketing/PR departments or Chief Executive, these advertisements will not be considered for evaluation.

- o. One '**Public Notice**' designed and typeset from the given material in **Annexure -03**.
- p. One audio CD, containing Radio spots in Assamese, Bengali and Hindi language of 20 sec. duration each on subject - "**Please don't throw garbage in Bio-toilets**".
- q. One T.V. spot of 20 seconds duration in Assamese, Bengali and Hindi language on the subject - "**182 - Railway Security Help line number**".

All statements made and all documents and data enclosed are true to the best of my/our knowledge and belief, and liable to proof when asked by N.F. Railway Public Relations Officer. All copies of documents enclosed are true to the originals which can be called for inspection and verification by the N.F. Railway Public Relations Office at any time. All three pages of this application have also been signed by me/us.

Signature.....

Name of the Signatory.....  
(In Block Letters)

Address of the Agency.....

With Official Seal.....

Place.....

Date.....

**TERMS & CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCY WITH  
NORTHEAST FRONTIER RAILWAY**

**A. General Terms and Conditions:**

1. The empanelment will be valid for a period of 1(one) year initially, which may be extended to further one year on mutual agreed terms, subject to satisfactory performance of the agencies from the date of issue of the letter of empanelment.
2. Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of Advertising Agencies by N.F. Railway will lead to automatic disqualification and applications will be summarily rejected /will not be considered.
3. All the documents attached with application must be signed by the applicant on each page, along with seal of the Agency.
4. Application on the stipulated form addressed to Chief Public Relations Officer, N.F. Railway, Maligaon, Guwahati-781011, along with all documents sealed in an envelope can be submitted up to **15.00 hrs** on **19.02.2019**. In case the date fixed is declared as holiday, the application should be submitted on the next working day up to 15.00 hrs without any further notice by Railway Administration.
5. Applications received after the stipulated date and time will not be accepted / entertained. N.F. Railway will not be responsible for any postal delay.
6. Incomplete and conditional applications will be summarily rejected.
7. All documents, data and other statements in the application can be subjected to strict proof and verification by CPRO's Office, if felt necessary.
8. N. F. Railway Chief Public Relations Officer's office reserves the right not to assign reasons for declining to consider any particular application or applications. N.F. Railway Chief Public Relations Officer's Office also reserves the right to accept or reject any application or all applications.
9. N.F. Railway Chief Public Relations Officer's Office reserves right to seek performance report from other clients of the Advt. Agency.
10. The Chief Public Relations Officer or his representative will go for a spot verification of the premises of the advertising agency for establishing the fact submitted at a time and date decided by the officer concerned.
11. Copies of Income Tax returns filed for the last 3 years i.e. 2015-2016, 2016-2017 and 2017-2018 and GST / Service Tax Registration certificate along with registration number will have to be attached with the application.
12. The successful applicant will have to execute an agreement (3 sets) on non-judicial stamp paper worth Rs. 100/-, and attested by Notary Public/Oath Commissioner/First Class magistrate. The cost of the stamp duties for the execution of the agreement will be borne by the Advt. Agency.
13. The agency will provide Identity cards affixed with passport size photographs and duly countersigned by the authorised personnel of the Agency to the personnel engaged by them. Personnel deployed must be well versed in the handling of social media.
14. The agency will have to translate any matter whatsoever from English to Assamese, Bengali and Hindi. Likewise Assamese to English, Bengali or Hindi and Hindi to Assamese, Bengali or Hindi free of cost whenever required on urgency basis. Translator should always be available on call. Availability of the translators should be certified by the Agency.
15. Notifications/information are to be converted into graphics and uploaded on Social Media free of cost under guidance of not less than Inspector level official of PR department of the railway.
16. Agency should be able to undertake free of cost preservation of newspaper clippings into digital format and storage in Hard media or cloud.

## **B. Qualification Criteria:**

1. Agency must have a minimum print media advertising turnover of Rs.1(one) crore for clients in government sector (state and central) in each of the financial years, 2015-2016, 2016-2017 and 2017-2018 duly certified by the Chartered Accountant of the Advertising Agency with proper/clear seal and signatures, which must be attached along with the application for the empanelment. It must be certified that this turnover is exclusively for jobs executed through print media and is not to include outdoor advertising through hoarding / panels etc., and electronic media.
2. Copy of the memorandum of Articles of Association / Partnership Deed / proprietorship Deed / certificate of Incorporation (in case of company) etc. Self-attested by the CEO of the Advt. Agency must be attached with the application without fail.
3. Advt. Agency must have **Full Accreditation** by the Indian Newspaper Society at the date of submission of documents and INS accreditation certificates must be attached.
4. List of clients, including railways, since **1<sup>st</sup> April 2015**, with dates from and to regarding period of engagement, must be attached with the application, duly certified by Agency's Chartered Accountant.
5. The Advertising Agency must have a full-fledged office operating from a commercial premise or area authorised for running the business of advertising agency in Guwahati City for preceding three years with valid trade licence from Guwahati Municipal Corporation, the office having designers, translators, proof-readers and media-planners in its payroll. No franchise or sub-contract arrangement will be entertained.
6. The office of the applicant in Guwahati should have strong infrastructure facilities like high speed internet, telephone – both fixed and mobiles etc. so that it can be contacted at any time in seven-days-a-week (in case of emergency). The office must have staff and equipments like computers, fax, internet connections etc. to take up design, art work and design / distribution. Details of offices located in Guwahati and other cities (address, phones-both fixed and mobile, faxes and e-mail), list of all other electronic equipments including number of computers and licensed software available in advertising agency's office must be attached with application. This information will be verified by CPRO's office during field verification.
7. Advt. Agency's existing office in Guwahati and other cities must be in an Area / Building authorised for running Advt. Agency. The Advt. Agency will have to attach a declaration to the effect that its Guwahati office and any other office in other cities is located in an area / building authorised for commercial use like running Advt. Agency with documentary support. In case of declaration without documentary support, application for empanelment of the Advertising Agency will be summarily rejected / cancelled.
8. A declaration to the effect must be submitted along with the application by the Advertising Agency that the office premises/buildings authorised owned or rented by the Chairman-cum-managing Director, managing Director or partner in the Advertising agency.

The above two declaration (para 7 & 8) must be given by Chairman cum managing Director (head of the agency) or CEO in the Advertising agency.

## **C. List of documents/Art Works to be submitted along with the offer(s):**

1. Advertising Agency will have to submit along with application, one art work (Display Advertisement) each in **Assamese, Bengali, Hindi and English**, languages each of the five topics

listed below on A-4 size paper (colour).(These will be properties of N.F. Railway irrespective of empanelment status of the agency).

- (a) N.F. Railway - The Lifeline of Northeast.
  - (b) Campaign to warn passengers of gangs operating in Railways who drug passengers and rob them of their belongings.
  - (c) Ticketless travel on train is a punishable offence.
  - (d) Cleanliness in Railway premises and train.
  - (e) Railway Helpline numbers on safety and security.
2. The applicant Advertising Agency will have to submit along with application for empanelment one audio CD, containing Radio spots in Assamese, Bengali and Hindi language of 20 sec. duration each on subject - **“Please don’t throw garbage in Bio-toilets”**.
  3. The applicant Advertising Agency will have to submit along with application for empanelment one T.V. spot of 20 seconds duration in Assamese, Bengali and Hindi language on the subject - **“182 - Railway Security Help line number”**.
  4. The applicant Advertising Agency will have to submit along with application for empanelment, a public notice composed, typeset and designed (Black & White) on the basis of Annexure-03. The public notice must be eye-catching and capable of disseminating information to the target readers. Capability of communicating message/information and the possible / proper economy in utilization of space must be kept in view while typesetting / designing the public notice.
  5. The advertising agency will also have to submit art pulls (black & white from Annexure-02) of a Tender Notice - one in English (6 point Ariel font, 7.6 line spacing, other parameter normal), and one each in Hindi, Assamese and Bengali language mentioning front name, front size, line space and other parameters faithfully reproducing the text in minimum possible size keeping in view readability for this purpose. This should demonstrate ability to bring in economy in space utilization without compromising legibility/readability.
  6. The Advertising Agency should select two display advertisements of their own, which it considers as their best, and must attach copies with the application, along with the date of publication, names of the newspapers / periodicals, the respective release orders of the client. These advertisements must have been issued after **1<sup>st</sup> April 2017**, and testimonials from the clients of these advertisements must be attached with the application. Advertisements without client testimonials from marketing / PR departments / Chief Executive will not be considered.
  7. The list of the professionals on rolls with Advertising Agency’s Guwahati office and of any other cities, mentioning their name, designation, academic and professional qualifications and length of service attested by the Chartered Accountant must be attached with the application for empanelment. The list of professionals must also be signed by the authorized signatory of the Advertising Agency.
  8. Software with the Advertising Agency must be licensed and attested copy of original Bills or License thereof must be attached with the application. Details of computers and other electronic equipment / gadgets must be attached with the application along with the documentary evidence in support thereof. All documents must also be attested / certified.
  9. Internet connections must be in the name of Advertising Agency and attested copy of the documentary proof thereof must be attached with the application.
  10. Documentary evidence of functioning of Advt. Agency’s full fledged office in Guwahati and at any other cities continuously for the last 3 years (1<sup>st</sup> April 2015 onwards, i.e. Telephone Bills / Electric bills / rental receipts especially service tax number along with trade license copy issued by Municipal Corporation). Attested photo copies of this evidence must be attached along with the application.

11. Advertising Agency must have In-House or contractual English, Hindi, Assamese, Bengali & Urdu translators and copywriters so as to correctly translate and send back one A4 size matter within 2 hours after receiving. Attested copy of documentary evidence thereof of such person for the last three years must be attached with the application.

**D. Payment Terms & Conditions - General:**

1. The Advertising Agency will have to submit (i) a voucher copy of the advt. published strictly within 15 days of publication of the advertisement, failing which no payment will be made for such advt. (ii) full & final computerised advt Bills has to be submitted by 10<sup>th</sup> day of each month covering all the advertisements released till the last day of the preceding month. (iii) An Expenditure Statement listing all the advt. in three categories – Tender/Notice, Display & Corrigendum – has to be submitted on every Monday covering the advt released in the preceding week(till Sunday). (iv) a monthly statement of expenditure on advt. released for the complete month newspaper-wise has to be submitted within 10<sup>th</sup> day of every month.
2. Payment will be made on the basis of the DAVP approved rate for the concerned publication on the date of publication of the advt. Taxes will applicable in this agreement as under :
  - (a) **GST:** Selling of space for advertisement in print media is leviable to GST @5%. If the advertisement agency works on principle to principal basis, that is, buys space from newspapers and sells such space for advertisement to clients on its own account, that is, as a principal, it would be liable to pay GST @5% on the full amount charged by advertisement agency form the client. Illustration: If newspaper sells a unit of space worth Rs. 100/- to advertisement agency for Rs. 85/- (after a trade discount of Rs. 15/-), the advertisement agency sells the same unit of space to client at Rs. 100/-, newspaper would be liable to pay GST @ 5% on Rs. 85/- (=Rs. 4.25/-), and the advertisement agency would be liable to pay GST on full value, that is Rs. 100/- (Rs. 5/-) and may utilize Input Tax Credit (ITC) of Rs. 4.25/- for payment of the same.
  - (b) **TDS of Income Tax** as applicable and other surcharge as applicable from time to time on the gross amount excluding Service Tax and other tax elements, if any, will be deducted by Railway as advertisement agencies are not individual or HUF.
3. N.F. Railway will make payment after fulfilment of the conditions above and due check of the bills submitted along with proof of published advertisement(s) with tear sheets of newspapers, proof of broadcast / telecast / display containing published advertisement(s) and will be solely responsible for raising correct advertising bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills. The Advertising Agencies will deal with the newspapers in all matters at their level in respect of payments and N.F. Railway will have no liability and/or responsibility in this regard. While submitting the bills, the followings shall be certified:-
  - a. All the bills received from the newspapers / media have thoroughly been checked and found correct in all respect.
  - b. The amount charged by the newspapers / media has been checked in respect of rates approved by the DAVP in vogue, on the day of release of Advt. and found correct.
  - c. The advertisement published by the newspapers has been checked and found published as totally correct i.e. the size approved, matter published, date of publication and the issue of the news paper / media.
  - d. The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers / media as specified in the Release Order and media plan issued by Northeast Frontier Railway Public Relations Office.
  - e. Our Advt. Bills / (Advt. Agency's bill) in question has thoroughly been checked and is preferred as correct in all respects, even if, later any discrepancy is detected the

Advt. Agency will undertake corrective measures, including reimbursement of excess charges immediately.

- f. The bill must be raised for the complete release orders, not in part. Bills not accompanied with tear sheets of the newspapers, proof of broadcast / telecast / display containing published advertisement, will not be honoured. No commission will be paid by N.F. Railway to Advt. Agencies. They will have to claim commission from respective media houses.
4. N.F. Railway's Public Relations Office, reserves right to disallow a part or full payment against any bill or even cancellation of empanelment if any of the General or Special Payment Terms & Conditions is violated.
5. If the Newspaper's Advt. Rates are enhanced by DAVP after payment of original bills, no supplementary bill will be accepted, and the Advt. Agencies will have to clarify this to the publication of their own and no liability will be accepted on this account by N. F. Railway. If DAVP reduces/lowers advertising rates of a publication and the Advertising Agency comes to know about lowered rates later on, after claiming the original bill which the Advertising Agency has happened to claim at higher rates, it will be the sole responsibility of the Advt. Agency to deposit the excess paid money in N. F. Railway's account.
6. The Advertising Agency will also ensure to maintain all the records of timely / delayed receipt of the advertisement bills from the newspapers and payments received from N. F. Railway, so that in case of any complaint received from newspapers, it may be examined thoroughly by N.F. Railway Chief Public Relations Officer's Office.
7. After publication of the advertisement, the Advt. Agencies will have to arrange the payment of advt. bills of the newspapers pertaining to publication of N. F. Railway's advertisements regularly as per INS norms/rules. Complaint received from any newspaper / media houses will lead to cancellation of empanelment of the concerned agency.
8. The payment against advt. bills of newspapers is required to be made by the Advt. Agency through Bank Draft or through RTGS/NEFT system, especially to the newspapers which are not INS members. Bank Draft in favour of Newspapers should be issued through the Banks located at their Headquarters or as specially desired by the newspapers in writing.
9. Any financial liability, in addition to the one calculated at gross DAVP rates or rates agreed upon, arising out of existing law / rules or laws / rules that comes into effect during the currency of empanelment will have to be borne by the advt. agency. Railway's liability will be limited to payment of bills at gross DAVP rate only.

#### **E. Special Terms & Conditions:**

1. The N. F. Railway Chief Public Relations Officer's Office reserves rights to terminate the Panel / empanelment of any of the empanelled Advertising Agency / all the Advertising Agencies empanelled at any time before expiry of the empanelment period without assigning any reason by giving one month's advance notice.
2. The N.F. Railway's Chief Public Relations Officer's Office can also terminate the empanelment of any advertising Agency at any time for not fulfilling any of the terms & conditions including special conditions (listed under D & E). The Advertising Agency shall not be entitled for any damage and compensation by reason of such termination. In such cases where penalty, as decided by railway Administration, is levied, this penalty will be deducted from the bills at hand with railway.
3. All disputes related to empanelment or operation of the panel will be subject to the jurisdiction of courts in Guwahati only.
4. **Arbitration Clause:** In the event of any dispute or difference arising out of agreement (for where provision does not exist in this agreement) shall be referred to sole arbitration of General Manager, N.F. Railway, Headquarters Office, Maligaon, Guwahati-781011i or his nominee, who shall be a Gazetted Officer of N.F. Railway, to act on his behalf and the



- decision of General Manager, N.F. Railway, or the persons so appointed, shall subject to the provision of the “Indian Arbitration and Conciliation Act 1996” and amendments made thereto, be final, conclusive and binding upon the parties to this agreement. The sole Arbitrator so appointed shall publish the award on all matters referred to arbitrator indicating therein, the break-up of the sums awarded separately on even individual terms of dispute.
5. Advertising Agency shall release the advertisement, to that publication only as indicated in the Release Orders duly issued by Chief Public Relations Officer/ Public Relations Officer, N.F. Railway.
  6. Advertising Agency shall ensure that the N.F. Railway advertisements appear in the specified newspapers / media in a conspicuous and impressive manner while occupying the specified space within the specified time by this office.
  7. Advertising Agency shall undertake designing, type setting, art work preparation of block and matrix as well as art pulls required for release of advertisement, free of cost/without any charges payable by N.F. Railway, irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.
  8. Advertising Agency shall undertake making of Radio Spots and T.V. Spots also irrespective of length and absolutely free of charges which will be broadcast / telecast at DAVP rates through Advertising Agency. Making / production charges will not be paid by Railways. The broadcasting of Radio Spots and T.V. Spots in question at the rates decided by Chief Public Relations Officer on behalf of N.F. Railway administration.
  9. It is claimed that no incidental charge of any nature will be payable by N.F. Railway, to cover any such cost incurred by the Agency during the process of receipt / execution of release orders issued by the PR Department.
  10. Advertising Agency shall also ensure that advertisements are published in scheduled time as stipulated in Public Relations Office’s Release Orders and if not stipulated, it should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per CPRO’s Office’s order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of the Chief Publication Relations Officer or any other person entrusted by him to impose penalty and / or disallow partial / total payment.
  11. The Advertising Agency will be bound to obtain acknowledgement from the Newspapers of the timely delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material / Release Order to all the newspapers in time. Any laxity in regard to non-deliverance or late delivery of Advt. material or Release Order will be viewed very seriously. In case, it is observed that Agency has on more than two occasions failed to deliver Advt. material and respective release order in time or it is not arranging timely payment to the newspaper against publication of advt. Chief Public Relations Officer’s office administration may stop utilization of the Advertising Agency temporarily or permanently.
  12. In case, any portion of the advertisement matter as contained in this office’s release is not clearly understood, the Advertising Agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement.
  13. In case there is an error in publication of the advertisements as compared to advertisement’s text approved by the office, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice to this office, at their own cost. No bills should be released by N.F. Railway and N.F. Railway will not pay any charges for publication of corrigendum, what-so-ever. An amount of penalty may also be imposed by Public Relations Office, N.F. Railway in such cases.
  14. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers or other media until &

- unless specially instructed by the N.F. Railway's Public Relations Office on the Release Order.
15. All the display advertisement's layouts and classified advertisements as designed by the Advt. Agency will be subject to approval by N.F. Railway's Public Relations Office, prior to release to the newspaper. Size of advertisements should be got approved by N.F. Railway's Public Relations Office prior to release to the newspaper and advt. bills should be claimed strictly in accordance with the size/specifications/design approved.
  16. Advertising Agency will ensure to supply to CPRO's office the voucher copies of the newspapers / proof of broadcast / telecast / display positively within a period of 15 days. Any failure in this respect will be viewed very seriously by the Administration and action may be initiated against the Advertising Agency. The Release Order (RO) may be treated as cancelled and payment denied.
  17. All the layouts including design and art work of the display advertisements will be strictly subject to approval by Northeast Frontier Railway Public Relations Officer prior to release for publication in the daily newspapers & Periodicals and other media. Translation in newspaper's language and proof reading will be the total responsibility of the Advt. Agency. Any complaint received in this respect will be viewed seriously and action may be initiated against Advertising Agency.
  18. Advt. Agency shall charge current DAVP approved rates until and unless it is specially/otherwise stated by this office in the Release Orders. The Advt. Agency will obtain written approval from Northeast Frontier Railway Public Relations Office in advance, prior to publication of advertisement, in case any newspaper mentioned in the Release order's media list does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP. Charges/Advertising rates as fixed on the day of release of Advt/Release Order will be applicable and payment will be made accordingly.
  19. Advt. Agency shall render free service to N.F. Railway Public Relations Office, in regard to collection of advertisement materials from N.F. Railway Public Relations Office, despatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff frequently as required.
  20. N. F. Railway Public Relations Office also reserves the right to get Advt. designed as well as release any advertisement directly to the newspapers or through any other Advertising Agency not home on the panel, at any time.
  21. The N.F. Railway Public Relations Office also reserves the rights for release of any advertisement through any Advt. Agency on the panel. No claim in this regard will be entertained.
  22. The N.F. Railway Public Relations Office also reserves the right to use the logo, design, layout etc. prepared by any Advt. Agency for releasing advertisements directly for Railway through any other Advertising Agency or any other source as deemed fit by this organisation without Advt. Agency's consent, which designed the advertisement.
  23. The Agency will have to ensure compliance with copyright, patents and other intellectual Property laws, in all materials, including art work/design, supplied by them. The Advt. Agency will be completely liable in all such cases, and no liability shall lie with Northeast Frontier Railway.
  24. Whenever required in case of urgency, the Advt. Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by the Northeast Frontier Railway Public Relations Office.
  25. The N.F. Railway Public Relations Office or its representatives have all rights to inspect Advt. Agency's premises during office hours on any working day and check/inspect any record of the Advertising Agency connected with the working related with Railways.
  26. Advertisement material taken by Advertising Agency, after type setting/designing must be submitted on the same day, preferably within three hours unless warranted otherwise, for approval by N.F. Railway Public Relations Office.

27. It is the responsibility of the Advt. Agency to ensure that correct and readable advertisement is published. In case, incorrect and not legible, ads published by the newspapers Advt. Agency must not accept newspapers Advt. Bill and send it back to newspaper telling reasons in writing for not accepting the bill. Copy of such letter should be sent to N. F. Railway Public Relations Office also for information.
28. The weekly statement (language-wise) of advertisements released to various newspapers should be submitted by the agency on every Monday without fail. Any laxity in this respect will be viewed seriously and releasing Advt. through the defaulter Agency may be stopped temporarily/permanently.
29. The N. F. Railway Public Relations Office reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
30. The N.F. Railway Public Relations Office, reserves the right for deduction of Railway's dues from empanelled Advt. Agency's bills at hand on the following grounds:-
  - i) Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.
  - ii) Any amount which N.F. Railway becomes liable to pay the Govt/third party on behalf of any default of the empanelled agencies or any servant/agent.
  - iii) Any payment/fine made under the order/judgement of any court consumer forum of Law enforcing agency or any person working on behalf of the same.
31. If agency fails to release and publish the advertisement within the specified time limit as stipulated by the N.F. Railway Public Relations Office (railway Administration) or the advertisement in question is published on a later date, the N.F. Railway's Public Relations Office will have every right to impose a penalty on the Advt. Agency and the amount ranging from Rs. 1000/- to Rs. 10,000/- to be decided by CPRO depending on the gravity of the case and this will be deducted from the bills of the Advt. Agency.
32. The cost of application form is Rs. 5,000/- (rupees five thousands) only + 18% GST. In case the application form for empanelment is downloaded from N.F. Railways website ([www.nfr.indianrailways.gov.in](http://www.nfr.indianrailways.gov.in)) and used as application then a money receipt issued by Railway Booking office or Bank draft/Pay Order worth rupees five thousand in favour of FA & CAO N.F. Railway, Maligaon, Guwahati - 781011 payable at Maligaon must necessarily be submitted with the application form. If the Money receipt/bank Draft/Pay Order worth as Rs. 5,000/- (rupees five thousands) only + 18% GST is not submitted along with application then application will be rejected/will not be considered.
33. The Advt. Agency shall clearly specify whether the offer is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern he should submit the certified copy of partnership deed and power of Attorney to sign the tender documents on behalf of the partnership concern along with the tender. If these documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by individual signing the documents. The Railway will not be bound by any power of Attorney granted by the agency or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the agency. If an agent is appointed on behalf of the agency, it should be signed by a duly authorized person on behalf of the agency. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
34. The authority for the acceptance of their offer will rest with **competent authority**, who does not bind himself to accept any other offer nor does he undertake to assign reasons for declining to consider any particular tender or tenders. No agency(s) shall demand any explanation of the cause of rejection of his/their offer. No correspondence will be entertained with the Advt. Agency(s) in respect of the rejection of any or all offers.

The Chief Public Relations Officer,  
Northeast Frontier Railway, Maligaon, Guwahati-11

ANNEXURE – 01

**DECLARATION FORM**

I/We hereby certify that

(i) I am/we are not related to any one employee in the Gazetted and Non-Gazetted capacity in the Office of the Chief Public Relations Officer and/or any other Department of the N.F. Railway.

I/We draw attention to the fact that I am/we are related to the following employee(s) in the Gazetted and Non-Gazetted capacity in the Office of the Chief Public Relations Officer and other Department of the N.F. Railway.

SN	Name of the Employee(s)	Designation & Deptt.	Degree to relationship.

Note: The item which is not applicable should be struck out.

Signature of the Contractor(s)

Name & Address \_\_\_\_\_

\_\_\_\_\_



Sealed quotations are invited from Public/Staff against following auction.

Description of the LOT/Bid	Reserve Price per year.	Amount to be deposited in advance		
		50% of the reserve Price	10% Earnest money	Total
1. Sale of Fishing rights from BOE to KNE. (For three years)	Rs. 2,53,801/-	Rs. 1,26,901/-	Rs.25,380/-	Rs.1,52,281/-
2. Sale of different wooden logs under jurisdiction of SSE/W/East/KIR	Rs.1,77,293/-	Rs.88647/-	Rs.17,729/-	Rs.1,06,376/-
3. Sale of different wooden logs under jurisdiction of SSE/W/West/KIR	Rs.1,51,292/-	Rs.75,646/-	Rs.15,129/-	Rs.90,775/-

Tender document can be had from the office of the DRM/W/KIR during the office working hours. (Except Saturday, Sunday/Holiday) w.e.f. 04/02/19 to 11/02/19 upto 13.00 hrs on submission of Demand draft i.e. Rs.500/- (Cost of tender Documents ) + Rs.90/- (18% GST on Cost of tender documents) = Total RS.590/-(Five hundred Ninety only) for separate item of each in favour of FA & CAO/N.F.Rly/MLG payable at KIR which is non-refundable.

All interested persons/Staff are requested to participate in the auction sale on 11/02/19 to 12/02/19 for which they will have to deposit under mentioned amount of earnest money 50 % amount of Reserve price with 10% of R/Price well in advance against lot in the shape of demand draft in favour of FA & CAO/N.F.Rly/MLG payable at KIR which should be submitted along with the Quotation paper in sealed cover. Demand Draft issued on or after 04/02/19 shall only be accepted for above purpose.

The cover containing Quotation document (with full postal address and contact number duly signed by the quotatiner) should be addressed to **DRM(W)/KIR, N.F.Rly Katihar** duly super scribed **Auction Notice number and date**. Only one quotation should be dropped by one person against the lot. Same rate of Quotation value should be quoted by the bidder in figure and in words. If rate will differ with figure and word the higher rate of the same will be entertained.

Duly completed Tender documents may be dropped in tender box kept at the office of the DRM/W/KIR w.e.f. 11.00 hrs of 11/02/19 to 12/02/19 upto 15.59 hrs. Tender box will be closed at 16.00 hrs. on 12/02/19 and will be opened at 16.30 hrs on 12/02/19 in the office of DRM/W/Katihar. In case the above date of receiving and opening of tender is declared holiday, Bundh etc. the tender will be received and opened on next working day as per scheduled time.

Successful bidder will be required to deposit accepted quotation value and GST @ 18 % of Quotation value through Demand draft in favour of FA & CAO/N.F.Rly/Maligaon, Payable at Katihar along with Security deposit money 20% of accepted quotation value for the entire period of right within seven days time from the date of acceptance letter positively in shape of Bank instrument issued by any Nationalized Bank as FD/ STDR/ DD which should be authenticated from the concerned issuing Bank and dully signed by the depositor on the reverse side affixing revenue stamp. The above bank instrument must be drawn in favour of FA & CAO/N.F.Rly/Maligaon, Payable at Katihar.

On failure of the successful bidder to deposit amount of QV+GST and SD money within stipulated time as mentioned above, his offer will be cancelled by forfeiting earnest money and fresh quotation will be invited against the lot.

Security money of successful bidder will be refunded after satisfactory completion of the right for which party concern will have to submit application through proper channel within permissible time limit i.e. **within 12 months from the date of completion of period.**

Successful bidder will not sublet or assign the right to another person without taking prior approval of the competent authority.

Earnest money of unsuccessful bidder will be refunded to them for which they will be required to submit an application with details of deposit particulars i.e. D/D No & date with issuing bank. The application must be made for refund within permissible time limit i.e. **within a period of six months from the date of acceptance.**

Note:-

1. Quotation value for every year must be uniform i.e. equal amount of rate for each year against **Lot No-1 only.**
2. The quotation value plus GST of the subsequent year shall have to be deposited before 3 (three) months of commencement of the next year failing which S.D.Money deposited by the party concern will be forfeited and fresh quotation will be invited as per Railway Board's circular No. 30/W2/12/117 dt. 10.01.1987 forwarded under GM(W)MLG's letter No. W/335/00-5/W-4 dt. 27.02.1987.

Railway Administration reserves the right to accept the highest quotation or reject or cancel the quotation without assigning reason what so ever.

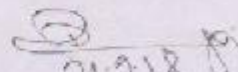
  
S. K. SEN/C/KIR  
N. F. Railway

**Sub : Cancellation of 15723/15724 (NJP-SMI) Exp.**

**No- T/61/Cancellation/TRC(Pt.III) (.)** Due to poor patronization the following train services are cancelled during October & November/18 :-

SN	Train No.	From	J.C.O.	Train No.	From	J.C.O.
1	15723 NJP-SMI Exp	NJP	03.10.18, 10.10.18, 17.10.18, 24.10.18, 31.10.18, 07.11.18, 14.11.18, 21.11.18, 28.11.18	15724 SMI-NJP Exp	SMI	04.10.18, 11.10.18, 18.10.18, 25.10.18, 01.11.18, 08.11.18, 15.11.18, 22.11.18, 29.11.18

It is requested to arrange for entering the data/bulk SMS regarding coaching trains Cancellation in ICMS, Passenger Information System, IVRS/All India Networking (139) for convenience of passengers.

  
(P. K. Dewry)  
ATM/Chg/MLG  
for CPTM/NFR