भारत सरकार / **Government of India**
रेल मंत्रालय / **Ministry of Railways**
(रेलवे बोर्ड) / **(Railway Board)**

No. 2022/NFR/11/E-Auction
E-office no. 3393430

New Delhi
Dated: 14.06.2022

(Commercial Circular no. 14 of 2022)

The General Managers
All Indian Railways and
Metro Railway, Kolkata

Subject: E-auctioning of non-fare revenue assets – issuance of 'Special Conditions of Contract' – regarding

The policy for e-auction of commercial earning and non-fare revenue contracts along with 'Standard Conditions of Contract' have been issued vide Freight Marketing Circular no. 11 of 2022 (No. 2022/TC (FM)/10/04) dated 13.06.2022.

2. In consequence of the above, 'Special Conditions of Contract,' duly approved by the competent authority for the non-fare revenue contracts, is enclosed.

3. In the case of co-branding contracts, the tax liability shall be on the contractor under RCM even in case of non-registered firms (and they shall be required to get themselves registered) in terms of section 24 of CGS Act, 2017, read with Notification no. 13/2017-Central Tax (Rate) dated 28.06.2017.

4. This issues with the approval of Finance Directorate of Ministry of Railways.

Receipt of this letter may please be acknowledged.

(Sharad Srivastava)
Executive Director (TC)/G
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Annexure - D

Special Conditions of Contract for Station Co-Branding contracts through e-Auction

1. Any firm/agent may bid and execute the contract on behalf of any government organisation or private business entity, with a certified authority letter from the government organisation/business entity/brand owner duly authorizing such firm/agent, and with the condition that there shall be no sub-letting to other business entity/brand. The firm/ agent will be required to upload the authority letter in its profile in IREPS before the auction start time. In case any firm/ agent submits highest bid without uploading such authority letter from the brand owner or the authorisation letter is found to false/ forged then EMD/ SD of such bidder shall be forfeited and allotment of lot/ contract shall be cancelled without any further notice. Railway may also ban such firms due to submission of false/ forged authorisation letter.

2. The brands of following products, in addition to the items not permitted as part of station branding rights, shall be excluded: undergarments, contraceptives, sanitary wears, online gaming application (Rummy Circle, Ludo, etc), binary trade applications, companies related to trade of crypto currencies, etc.

3. The participating bidders are advised to visit sites of the offered location and acquaint themselves with the conditions and expected quantum of work in their own interest before submitting their bids. For this, the prospective bidders may contact concerned Chief Commercial Manager of the Zonal Railway/Sr. Divisional Commercial Manager of the Division.

4. The licensee will not display advertisement in excess of the area and location other than specified in e-auction catalogue for the purpose. Larger space may be permitted at a particular site on Railways' discretion, subject to availability of space and sanction of Railways authority, i. e. Auction Conducting Official and payment of license fee on pro-rata basis.

5. *Penalty for excess utilization of advertisement area:*
   a. The Licensee shall display the advertisements only in the area allotted and as specified in thisAuction or as approved in the advertising plan. There shall be no compensation from theRailwaysidefor lessutilizationofspace.
   b. If it is found by Railways that the Licensee is utilizing excess display area without priorapproval of Railways, then a penalty amount equivalent to three times of the final year'slicense fee of the excess area utilized will be levied from the date of commencement ofcontract and up-to date of detection.Thereafter, normal proportionately enhanced license fee will have to be paid by the bidder till the end of the contract.
   c. However, the licensee can always apply in advance for increasing the area of displaying of a particular site. Subject to approval from other departments in Railways, the additional area up to 30% will be permitted on payment of proportionate license fee from the date of permission.
   d. The quantum of penalty is subject to the maximum penalty as described in the standard conditions of the contract.

6. If any area included in the contract is subsequently required by the Railway administration the same should be vacated forthwith and alternate area will be compensated based on the feasibility of Railway administration.

7. During the tenure of the license period, the Licensee may be permitted to change the brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from Indian Railways.

8. All works related to station-branding shall have to be borne by the licensee at their own cost, in co-ordination/liaison with the Station Superintendent and/or shift-in-charge of the station concerned.

9. The licensee should ensure that their installations and activities will not be a cause for inconvenience to the Administration and the commuters as well, and at the same time should not infringe safety & security of Railway working.

10. The installations, whatsoever should remain static and neither block the passage for free movement of passengers nor interfere with visibility of Railway signage, and should not adversely affect any of the existing facilities/displays.

11. The supply of electricity shall be made available at the proposed advt. displays and payment to be made on actual usage. The electrical connection as well as installation shall be undertaken at licensee's cost under the supervision and as per specification of the Electrical Deptt. of Indian Railways.

12. Charges for the electricity consumption shall be assessed by the Elect. Deptt. for which the licensee shall be advised separately by that Deptt. for making payments accordingly.

13. The licensee shall keep the advertisements and allied structures clean and regularly paint them for maintaining the aesthetics. Further, during currency of the contract, the advertisements may be required to be temporarily shifted for undertaking any maintenance or emergent activity by Railways and in that case the licensee shall not claim any refund for period on non-display (if any) that might arise due to the maintenance or emergent activity.

14. The licensee shall be liable to remit Goods and Service Taxes (GST), as applicableand payable from time to time along under RCM directly to tax authorities.

15. On generation of bid sheet, all payments are required to be made/should be cleared to the Railways within the timeframe stipulated and the proposal for installation of station-branding items is to be submitted with detailed Engg. Plan, drawing and design. The licensee shall start execution of the work at the allotted space only after depositing necessary License Fees, and Cess Charges in full and submission of Engg. Plan, drawing and design.

16. On expiry of the period of contract, the licensee shall remove all the implements/ advertising materials from the Indian Railways premises at their own cost, within fifteen (15) days from the date of expiry of the license and hand over peaceful possession of the site to the Railway administration.

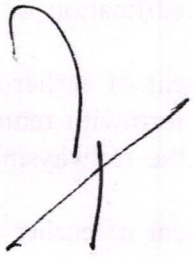
17. In the event of termination of contract, the licensee shall also remove all the implements/ materials from the Railway premises and hand over the peaceful possession of the site to the Railway administration at their own cost, within fifteen (15) days from the date of termination of the license, if specifically permitted by Railways.

18. In the event of failure on the part of the agency to remove the materials as mentioned in Para 18 and 19 above, Railway will be at liberty to remove the same and vacate the space/ advertisements along with all materials and structure of the agency/licensee and expenses so incurred in the process shall be recoverable from the Agency.

19. Further on expiry of the license if the agency fails to hand over the site to Indian Railways, they shall be liable to pay occupation fees from the date of expiry/termination of the license to the date of physical removal of the same on pro-rata basis.SD, if refundable otherwise, shall be refunded only after the agency removes all its implements/ materials from the Railway premises andhands over the site back to Railways.

20. In case the agency fails to install and display materials at any of the station(s) within the specified period, for reasons entirely attributable to the agency, they will still be liable to pay the license fee for the entire period of contract.

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Annexure - E

Special Conditions of Contract for Automated Teller Machines (ATMs) through e-Auction

1. The date of commencement of contract will be as specified in the auction catalogue and in the contract or from the actual date of installation of the first ATM (or the only ATM) by the licensee bank, whichever is earlier.

2. The licensee bank shall pay all taxes/rates/cess and assessments whatever payable or hereafter becomes payable to the Central/State Government or Municipality in respect of the said Automatic Teller Machines counter and shall abide by the rule/ law of the land in force relating to Automatic Teller Machine business.

3. The licensee Bank is required to shift ATM at their own cost at any alternate site as desired by the Railways in case of any modification or construction activities required to be carried out at the station.
    a. Licensee Bank is required to shift ATM at its own cost at an alternate site as desired by the Railways in case of any modification or construction activities required to be carried out at the station.
    b. If on the expiry of the license/or in the event of earlier termination before the expiry of the agreement, the licensee shall forthwith remove its belongings and restore the said places or compartments to the railwaysin the original condition without any objection or opposition.
    c. If on the expiry of the license/or in the event of earlier termination before the expiry of the agreement the licensee continues to use the land, he shall be liable to pay the proportionate license fees prevalent at the time of such event till the land is used by the Bank and the licensee shall be entitled to remove its belongings only when he has paid all the charges to the Railway administration.
    d. The licensee bank shall not use the said counter for any purpose other than the ATM business and shall not occupy more space beyond what is given in the tender schedule.
    e. Railway administration will not be responsible for any loss of cash or damage caused to ATM due to whatsoever reasons thereof.
    f. The licensee will follow the rules and regulations issued by the Reserve bank of India from time to time.

4. *Advertisements not permitted for display:*
    a. The Licensee is required to follow Central/ State Laws for display of advertisements. Advertisements that are objectionable in the eyes of law or otherwise prohibited for display. The following advertisements are not permitted for display:
        i. Advertisements of alcoholic drinks.
        ii. Advertisements against background scenes which are erotic in character.
        iii. Competitive advertisements from Road Transport/Air lines companies.
        iv. Advertisement from Private Insurance companies offering policies against Railway Accidents.
        v. Advertisements of Cigarettes, Bidis and other Tobacco products.

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Annexure - F

Special Conditions of Contract for Out-of-Home Advertising contracts through e-Auction

1. The bidder, before participating in the Auction, should physically visit the sites mentioned in thisAuction and should satisfy themselves that they may display the advertisements at the particular site/ location, as per law of the land, by obtaining necessary permission from appropriate authority, with in the stipulated time period. They should also estimate probable earning potential of each site.

2. The Railway Administration will not provide any advertisement display material like structures for display of uni-poles, Boards, Flexi, wall-paintings, etc. The Licensee will have to erect/ install display media at their own risk and cost.

3. All advertisement activities like pasting or removing of flexi, mounting/ dismounting of uni-poles, etc, are sole responsibility of the licensee. In case of repairs to display and replacement due to wear and tear, the Licensee should take up the work at his own cost.

4. *Display Authority:*

Display Authority for display of advertisements under this package will be issued only on receipt of First installment of License Fee. The Display Authority will be issued by the office of Senior Divisional Commercial Manager.

5. *Display Plan and Procedure for Display of Advertisements:*

5.1. The Office of the Senior Divisional Commercial Manager (Sr.DCM) will be the single point contactfor the Licensee. Sr.DCM should carry out the necessary correspondence with Senior Divisional Engineer (Sr.DEN), Senior Divisional Electrical Engineer (Sr.DEE) and other branches for obtaining necessary approvals for early commencement of the Contract.

5.2. Details like location of the display site, area available for display, media of display are given in the Auction catalogue. At these sites/ locations, if there are existing advertisement displays at some locations, then the licensee can go ahead with displaying advertisements at such locations after date of commencement of contract. There is no need for separate display permission from Sr.DCM's Office for such sites.

5.3. However, where new sites have been identified and where there are no existing advertisements, then the licensee has to submit a proper display plan within 15 days from the date of generation of bid sheet to the Sr.DCM. In such cases, the display of advertisements can commence only after receiving permission from the Office of Sr.DCM.

5.4. Display plan should consist of location plan, media display plan, structural designs duly certified by a Registered Structural Engineer, electrical points, structural cabling sketch, etc, for approval of Railways. If there are any changes/ modifications, Sr.DCM Office will communicate to the Licensee within Fifteen (15) days from the date of receipt of the Display Plan.

5.5. Wherever electrical connections are required for the advertisements (existing sites and new sites), the Licensee should submit the application to Sr.DCM within 15 days from the date of Bid Sheet. The Commercial Inspector/

Supervisor nominated for co-ordination with the Licensee will forward the application to Sr.DEE's Office. The Commercial Inspector will pursue the matter with the electrical department. There is no need for the licensee to directly deal with Sr.DEE's Office. Once permission comes from electrical department, the same will be communicated to the licensee. The Licensee has to bear the cost of electrical cables from the nearest Railway source.

6. *Permissions from Outside Agencies for Display Advertisements:*

It is personal responsibility of the Licensee to take all kinds of permissions/ No objection certificates (NOCs) from outside agencies like Municipal Authorities, National Highway Authority, and other statutory bodies as required under law in force from time to time, to enable him to display their material. Licensee has to pay the fee or any other charges directly to concerned authority at his own.

7. *Penalty for excess utilization of advertisement area:*

7.1. The Licensee shall display the advertisements only in the area allotted and as specified in thisAuction or as approved in the advertising plan. There shall be no compensation from the Railway side for less utilization of space.

7.2. If it is found by Railways that the Licensee is utilizing excess display area without prior approval of Railways, then a penalty amount equivalent to three times of the final year's license fee of the excess area utilized will be levied from the date of commencement ofcontract and up-to date of detection. Thereafter, normal proportionately enhanced license fee will have to be paid by the bidder till end of the contract.

7.3. However, the licensee can always apply in advance for increasing the area of displaying of a particular site. Subject to approval from other departments in Railways, the additional area up to 30% will be permitted on payment of proportionate license fee from the date of permission.

7.4. The quantum of penalty is subject to the maximum penalty as described in the standard conditions of the contract.

8. *Identification of additional area:*

8.1. *By Railways:* Additional Area can be offered during the course of contract:

8.1.1. In order to take advantage of the professional expertise of the licensee, the licensee can be given additional display area over the area Auctioned in the Auction document subject to payment of additional rent/ license fee on pro-rata basis.

8.1.2. For these additional areas, the contract period falling under License Fee escalation years, the escalated license fee will be charged irrespective of the fact as when the permission for the additional area was granted.

8.2. *By Licensee:*

8.2.1. If the Licensee intends to increase the size of the structure or area, the Licensee shall submit the proposal for the same to Senior Divisional Commercial Manager.

8.2.2. Senior Divisional Commercial Manager will approve the proposal after consultation with respective departments and then communicate to Licensee.

8.2.3. The License fee will be levied as per the rate quoted and escalation, if any. The License Fee will be collected from the date of issue of permission letter. Additional license fee will be applicable for the

additional areas on pro-rata basis.

8.2.4. For these additional areas, the contract period falling under License Fee escalationyears, the escalated license fee will be charged irrespective when the permission was given for the additional area.

9. *Maintenance of display boards:*

9.1. Day-to-Day upkeep of the advertisements including installation/ fabrications/ painting/ wrapping/ mounting/ dismounting/ removal or repairs during the period of contract shall be the responsibility of Licensee completely at their own risk and cost. The work should be executed under the supervision of a qualified supervisor of the Licensee.

9.2. The Licensee should regularly maintain, replace the torn, damaged displays immediately and also carry out maintenance and strengthening of fixtures, fittings, installation for safety reasons at Licensees' own cost, under supervision of commercial & engineering staff.

9.3. The structure should be painted from time to time to avoid them from getting rusted.

10. *The Advertisement Rights:*

The advertising rights under the License Agreement will vest with the Successful Bidder.All advertisers/recognized agents or other persons wishing to advertise will have to deal directlywith the Licensee and they will have no dealing with the Railway or make any claim on theRailwayforanycommission,etc.

11. *Engagement of agencies by licensee:*

The Railway Administration has no objection, if the Licensee engages other companies, concerns/ Agencies for the purpose of execution of fabrications, painting and selling advertisement space directly to users. The engaging of such companies/ concerned agencies, etc, for the purpose of execution of fabrication, installation, painting, selling of space, etc. will be entirely at the Licensee's own risk and cost.

12. *Sub-letting of license:*

The Licensee shall not assign, transfer, sublet or sell the contract right granted to him/her by way of license to any person and such action shall result in the license automatically getting cancelled resulting in forfeiture of the license fee and Security Deposit. Railway's rights:

12.1. The Railway reserves the right to declare or notify any area to be exempted from the scope of the auction at any time during the currency of the contract for the purpose of Railway usage and functioning of Railway system. This exemption will become neither a cause for the breach of contract, nor the Railway Administration is liable to pay any type of compensation or damages to the Licensee. However proportionate reduction in license fee will be given if display boards or other structures are removed as per direction of railways and if other suitable location is not available to relocate the same in allotted package. The Licensee has the right to refuse the alternative location or Railway and licensee can negotiate a lower rate prevailing in the alternative location.

12.2. The Railway Administration reserves the right to display by any media the Railway advertisements/ information/ slogans/ posters/ passenger amenities/

safety/ convenience/ social message, etc. on places other than allotted to the Licensee on Railway account for Railway related purposes, for which the licensee should not have any type of objection. Railway Administration also reserves the right to grant permission to outside agencies to advertise such display as considered to be in the interest of Rail-Users.

12.3. In the event of any site(s) occupied by advertising matter under this contract being required by the Railway Administration any time for the purpose or use of the Railway or for any purpose deemed fit by the Railway Administration, the Railway Administration shall be entitled without notice to take down and remove the advertising matter occupying such site or sites and to use the site or sites for the purpose or use of theRailway or as deemed fit and in such an event, the Licensee shall not be entitled to any compensation, except for proportionate reduction in license fee.

12.4. The Railway Administration reserves the right to shift or relocate an advertisement mediafor administrative or any other unforeseen reasons. In such case, the same shall be carriedout the by the Licensee as advised by Railway administration. No compensation in this regard shall be admissible except proportionate reduction in license fee.

13. *Electrical Connections:*

13.1. Wherever electrical connections are required for the advertisements (existing sites and new sites), the Licensee should submit the application to Sr.DCM within 15 days from the date of generation of bid sheet. The Commercial Inspector/ Supervisor nominated for co-ordination with the Licensee will forward the application to Sr.DEE's office. The Commercial Inspector will pursue the matter with the Electrical Department. There is no need for the licensee to directly deal with Sr.DEE's office. Once permission comes from electrical department, the same will be communicated to the licensee. For all purposes, Sr.DCM's office and the nominated Commercial Inspector will be the single point of contact for the Licensee.

13.2. Licensee will bear the cost of electrical estimate, meter charges, electrification charges and electrical consumption charges, apart from License Fee of the contract.

14. Display of details of licensee on advertisements: The Advertisement agency should displaythe size of advertisement, contact number, period of contract and name of agency in every advertisement displayed by him in the nominated area, failing which, penalty will be imposed by railways.

15. The licensee will be responsible for damages caused due to heavy winds, storms, fire explosion, riots or other unforeseen causes and indemnify the Railways on account of the above mentioned causes.

16. The Railway Administration will not lay down any tariff for publicity for individual sites. The Licensee is free to decide the tariff to be charged from its clients. Changes in the tariff structure may be carried out by the Licensee as and when he desires.

17. Display should not hamper the mandatory boards displayed on the railway area such asRailway station name, important public and railway information, Demarcation of

Class of Level Crossing Gates etc, and other such legends. Markings for identification and public utility should not be altered.

18. Display conditions:

18.1. *Hoardings near LC Gate and Track Approaches:* Distance of the hoarding/ board from the center line of Track should be minimum 'Height of the Hoarding from the ground level to the TOP + 3 meters.'

18.2. Wherever track is in curve, board should be located outside of the curve.

18.3. Display of Advertisements shall conform to the following:

(a) Advertisement displayed should not offend public taste.

(b) Advertisement displayed should not propagate any religion or religious belief.

(c) Advertisement displayed should not have any communal and/or regional bias.

(d) Advertisement displayed should not use the name and pictorial representation of National Leaders, martyrs for trade and business purpose.

(e) Advertisement displayed should not have a picture of a particular leader of a particular section or region.

19. Advertisements not permitted for display:

The Licensee is required to follow Central/ State Laws for display of advertisements. Advertisements that are objectionable in the eyes of law or otherwise are prohibited for display shall not be permitted.

The following advertisements amongst others are not permitted for display:

(a) Advertisements of alcoholic drinks.

(b) Advertisements against background scenes which are erotic in character.

(c) Competitive advertisements from Road Transport/ Airlines companies

(d) Advertisement from Private Insurance companies offering policies against Railway Accidents.

(e) Advertisements of Cigarettes, Bidis and other Tobacco products.

20. Removal of Advertisements in the event of termination of the contract:

20.1. The licensee shall remove the advertisement material like Hoarding, Structures, Uni-Poles/ Uni-Structures, etc, from the Railway premises within 07 days at his own cost from the date of receipt of intimation of termination letter.

20.2. If the licensee fails to remove it within the period specified above, the Railway Administration shall be at liberty to remove and dispose of the said material in anymanner as deemed fit. The cost of such removal and disposal will be deducted from the Security Deposit of the licensee.

21. Advertisement structures leading to railway accidents:

21.1. Due to various reasons such as:

(a) Faulty design of the hoarding.

(b) Inferior materials used in the Hoarding Structure.

(c) Heavy-winds, etc,

21.2. The hoardings and other structures can fall on the rail track or on trains or on the other Railway Installations. In all such cases, the liability for the consequent damage, loss, injury, etc, arising out of such accidents will be

entirely on the licensee, irrespective of the cause which caused the fall/ collapse of the advertising structure/ materials.

21.3. In addition to recovering the entire cost of damages/ loss/ injury, the licensee will be penalized with amount equivalent to First year's License Fee. The contract will be terminated forthwith and the Security Deposit & License Fee will be forfeited by Railways.

21.4. The Licensee may also be debarred from participating in any publicity contarct related e-Auction by Railways for a period up to 3 year.

21.5. Therefore, the Licensee has to do a thorough professional job while erecting his structures and inspect those structures at required intervals. He should also be alert to weather forecasting and in the event of adverse weather forecast he should take all precautions (like lowering the Hoarding) so that the structure/ material does not cause any accidents/ damage to railways, its employees, passengers and assets.

22. *Removal of advertisements at the end of the contract:*

The licensee shall remove the advertisement material like Hoarding, Structures, Uni-Poles/ Uni-Structures, Digital Display Equipment's etc.., from the Railway premises within Seven (07) days at his own cost, failing which Railways will do the job and deduct the money from Security Deposit.

23. *Mandatory updation of labour data on railways' shramik kalian portal by licensee:*

23.1. The Licensee shall abide by the provisions of Payment of Wages Act and Minimum Wages Act. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'.

23.2. The Licensee shall register his firm/ company etc. and upload requisite details of labour and their payment in the above portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

(a) Licensee shall apply for one time registration of his company/ firm etc. in the Shramik kalian portal with requisite details subsequent to issue of Letter of Award.

(b) SeniorDivisional Commercial Manager (Sr.DCM) of the division shall approve the Licensee's registration on the portal within 07 days of receipt of such request.

(c) Licensee once approved by Senior Divisional Commercial Manager of the division, cancreate password with login ID (PAN No.) for subsequent use of portal for all the contracts issued in his favour.

(d) The Licensee once registered on the portal, shall provide details of his contract on Shramik kalyan portal within 15 days of issue of contract for approval of concerned. Sr.DCM of the division shall update (if required) and approve the details of contract filled by Licensee within 07 days of receipt of such request.

(e) After approval of contract by Sr.DCM, Licensee shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalian portal on monthly basis.

(f) It shall be mandatory for the Licensee to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments

made thereof after each wage period.

(g) Licensee shall submit a certificate to the Sr.DCM that 'I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalian portal at 'www.shramikkalyan.indianrailways.gov.in'.

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Annexure - G

Special Conditions of Contract for Rail Display Network (RDN) contracts through e-Auction

1. Various media through which advertisements can be done under this package/contract are enumerated in the e-auction catalogue. Locations of the space, media type, total area in square feet, for each station in this package are also detailed.

2. The Bidder, before participating in the auction, should physically visit the sites of this package and should satisfy themselves that they can display the advertisements at the particular site/location, as per Law of the Land, by obtaining necessary permission from appropriate authority, where ever required. They should also estimate probable earning potential of each package. They may also, if deem suitable, engage the experts to guide them during this survey purely on their will.

3. The Railway Administration will not provide any advertisement display material like structures for display of CCTVs, Glow sign, Boards, Flexi, Digital Screens, etc. The Licensee will have to erect/Install display media at their own risk and cost.

4. All advertisement activities like pasting or removing of flexi, mounting/dismounting of boards/hoardings, digital screens etc., are sole responsibility of the licensee. In case of repairs to displayed advertisements and replacement due to wear and tear, the Licensee should take up the work at their own cost.

5. Licensee shall not interfere with the Railway infrastructural facilities/passenger amenities provided or any other installations of the Railways without prior written permission of the Senior Divisional Commercial Manager.

6. *Conditions for display of advertisements inside the station building:* The Division will clearly identify the locations where various media like hoardings/boards, wall paintings, digital media can be displayed. The locations and sizes will also be decided by the Division after due consultation with other departments.

6.1 Hoardings/Boards

i) Hoardings/ Boards should be erected as per sketches given by the Division.

ii) Hoardings should be erected to the boundary wall of the platforms only. However, small sized hoardings can be permitted in concourse, General waiting halls.

iii) Hoardings/ Boards should not hinder the passenger movement inside the station building.

iv) Hoardings/ Boards are to be cleaned and attend necessary repairs at regular intervals.

v) Boards fixed to the pillars of Cover Over Platform must be of uniform size.

vi) Boards mounted on to the angular of Cover Over Platform should be sturdy and corrosion resistant.

vii) Hoardings/ Boards should not cover the railway signages, railway information boards, coach indication boards, passenger information boards, etc.

viii) Licensee should not obliterate railway information meant for passengers and for purpose of railway while fixing Hoardings/ Boards.

6.2 Glow Sign Boards:

i) Glow sign Boards should be erected as per sketches given by the Division.

ii) The glow sign boards should be sturdy, corrosion resistant and uniform in size & display. The material for fabrication of the boxes should be preferably powder coated aluminium sheet or fibre-glass.

iii) The glow sign boards meant to be installed without any shelter or roof above should be so designed as to prevent entry of water inside, even under heavy rains. Weather proof polymer linings should be used.

iv) The glow sign boards should have LED lights of standard make with ISI mark or of reputed brands and complete with all fittings including wiring etc., Adequate lights should be used for the glow sign boards to have uniform and effective illumination inside the station building.

v) Electrical wires should be properly secured and concealed in order to avoid its loose dropping. Electrical insulations and safety aspects should be ensured by the Licensee.

6.3 Digital Display Screens (Digital wall):

i) While planning for locations for installation of digital screens inside the station building, passenger movement area/s and other environmental factors should be taken into consideration. For example – the incidence angle of sunlight that may cause reflection and thus affect content's visibility to passengers.

ii) The bidder has to install, operate and maintain the digital screens at his own cost during the currency of the contract. Railways will not provide any service or warranty to the screens installed for the purpose. All the material and equipments shall be new and of high quality. Domestic level equipments should not be used for display of advertisements, screens are to be replaced in case of repeated failures. The installation of digital display screens should be of one time set up.

iii) The display screens should have various mounting options for various locations inside the railway stations which will be suspending from the wall, from the roof top, mounted on a pole and any other structure available and suitable for viewing.

7. The Licensee should ensure that the contents on digital display screens should be displayed as per the following terms and conditions:

7.1 Advertisements displayed through the screens should enhance the passenger satisfaction and keep them engaged in viewing by screening general entertainment, social messages, news, movie snap shots & trailers, etc. apart from advertisements.

7.2 All the short films / audio visuals brought for display on digital screens in the station are to be certified by the competent film censor board.

7.3 During major events like festivals, national, international games etc., Licensee shall ensure that there shall not be breach of Intellectual property rights (IPR) or

infringement of rights and should follow all advertisement guidelines issued by Ministry of Information and Broadcasting (I&B).

8. *Audio levels on Digital screens:* Decibels of the digital screens shall be kept at suitable gentle level so that it does not become a source of nuisance to the passengers. The volume of announcements should be reduced during the night time. The Licensee should ensure that at each station centralised button is provided to control the audio levels on digital screens. In case of dispute about the volume levels, the decision of Sr.DCM will be final.

9. *Time sharing on Digital screens:* The digital display screens installed inside the station shall function round the clock. The sharing of display time in the screens will be as per any one of the following two methods:

Method – 1: The licensee can divide each digital screen into two equal parts. Railway information will be displayed continuously in one part. In the other part, the licensee can display his advertisements on a continuous basis. However, if there are voice announcements in the Railway half part, the voice should automatically get muted in the advertisement half part of the digital screen.

Method – 2: The licensee can display Railway information in the entire digital screen for a minimum of 50% of the display time. The rest can be used for the advertisements. In this method, the licensee should have a data logger for inspection and audit by Railways to cross check whether the licensee is actually displaying Railway information as laid down above. This data should be available for a minimum period of 3 months.

10. *Dissemination of Railway-related information:*

10.1 Senior Divisional Commercial Manager will communicate to the Licensee the approved format of the text and display material duly indicating the interval for disseminating railway related information and advertisements.

10.2 The Licensee shall accept for telecasting the display material and the DVDs/CDs supplied by the Senior Divisional Commercial Manager.

10.3 Railway information shall be given priority over other contents and other advertisements during critical events, such as, cyclones, accidents, bandhs, rail rook agitations, which result in cancellation/diversion of trains, change in train schedule, etc.

10.4 The Railway related information should be displayed free of cost by the Licensee and there will be no reduction of Licensee fees for this.

11. Physical security of all the display materials/media installed inside the station building is at the risk of Licensee and Railways will not be provide any security for them.

12. In case of any disputes regarding the display on digital screens or positioning of screens with respect to Out of Home agency boards/screens or any disputes or

difference with Railway Information Boards, the decision of Senior Divisional Commercial Manager will be final and binding.

13. Certain stations have been identified under station redevelopment programme by Railways. The licensee shall not have any objection in relocating the display material/ screens as and when the repairs works are undertaken under Station Redevelopment Programme. Further, during execution of certain developmental works by Railways like Foot Over Bridges, Lifts, Escalators, Cover Over Platform, extension of Station Building, Platform extension, etc., some advertising material may have to be removed or relocated for the duration of the work going on. There will be no compensation from Railways for such relocation/removal. There will be no reduction in license fee as well. Once works are completed, such advertisements will be permitted to display again.

14. The Licensee shall be responsible for all the consequences arising on account of rules/ laws in connection with screening of audio visual films on display material inside the Station Building.

15. *Display authority:* Display Authority for display of advertisements under this package will be issued only on receipt of Security Deposit and the license fee for the first quarter. The Display Authority will be issued by the office of Senior Divisional Commercial Manager.

16. Display plan and procedure for display of advertisements:

16.1 The Office of the Senior Divisional Commercial Manager will be the single point contact for the Licensee. Senior Divisional Commercial Manager (Sr.DCM) should carry out the necessary correspondence with Senior Divisional Engineer (Sr.DEN), Senior Divisional Electrical Engineer (Sr.DEE) and other branches for obtaining necessary approvals for timely commencement of the Contract.

16.2 Details like station-wise locations of the display site, area available for display, media of display earmarked in the contract will be as per details mentioned in the auction catalogue. At these sites/locations, if there are existing advertisement displays at some locations, then the licensee can go ahead with displaying advertisements at such locations after date of commencement of contract. There is no need for separate display permission from Sr.DCM's Office for such sites. However, where new sites have been identified and where there are no existing advertisements, then the licensee has to submit a proper display plan to the Sr.DCM well in time. In such cases, the display of advertisements can commence only after receiving permission from the Office of Sr.DCM. Delay in approval due to late submission of display plan by the contractor shall be borne by the contractor.

16.3 Display plan should consist of location plan, media display plan, structural designs, electrical points, structural cabling sketch etc., for approval of Railways. If there are any changes/modifications, Sr.DCM/Office will communicate to the Licensee within Fifteen (15) days from the date of receipt of the Display Plan.

16.4 Wherever electrical connections are required for the advertisements (existing sites and new sites), the Licensee will submit the application to Sr.DCM. The Commercial Inspector/Supervisor nominated for co-ordination with the Licensee will forward the application to Sr.DEE's office. The Commercial Inspector will pursue the matter with the electrical department. There is no need for the licensee to directly deal with Sr.DEE's office. Once permission comes from electrical department, the same will be communicated to the licensee. The Licensee has to bear the cost of electrical cables from the nearest Railway source as well as the monthly electricity bill charges.

17. *Permissions from outside agencies for display advertisements:* It is personal responsibility of the Licensee to take all kinds of permissions/No objection certificates (NOCs), where ever required, from outside agencies like Municipal Authorities and other statutory bodies as required under law in force from time to time to enable him to display their material. Licensee has to pay the fee or any other charges directly to concerned authority at his own.

18. *Penalty for excess utilisation of advertisement area:*

18.1 The Licensee shall display the advertisements only in the area/numbers allotted and as specified in this tender or as approved in the advertising plan.

18.2 If it is found by Railways that the Licensee is utilising excess display area without prior approval of Railways, then a penalty amount equivalent to three times of the final year's license fee of that site/area/board will be levied from the date of commencement of contract and up to date of detection. Thereafter, normal license fee will be levied till end of the contract.

18.3 However, the licensee can always apply in advance for increasing the area of displaying of a particular site. Subject to approval from other departments in Railways, the additional area will be permitted.

19. *Maintenance of display boards:*

19.1 Day-to-Day upkeep of the advertisements including installation/ fabrications/ painting/ wrapping/ mounting/ dismounting/ removal or repairs during the period of contract shall be the responsibility of Licensee completely at their own risk and cost. The work should be executed under the supervision of a qualified supervisor of the Licensee.

19.2 The Licensee should regularly maintain, replace the torn/damaged displays immediately and also carry out maintenance and strengthening of fixtures, fittings, installation for safety reasons at Licensees own cost, under supervision of commercial & engineering staff.

19.3 The structure should be painted from time to time to avoid them from getting rusted.

20. *Identification of new sites and additional area:*

20.1 Unlike in Out of Home advertisements, in inside station advertisements, the area and premises given for advertisements are well defined and confined to inside the station premises. Therefore, the office of Sr.DCM has done a thorough survey

of the entire premises and identified the locations, area and type of media at each location/ station. In the normal course, there will not be much scope to again discover new sites or additional area in each media and at each station. However, the licensee being a professional advertising agency, may come out with an innovation/ new idea or discover a potential location for a particular media. Restricting the licensee to the quantities estimated in the contract will amount to placing an embargo on the creative potential of an advertising agency/ licensee.

20.2 In order to tap this potential, within the estimated quantity in a particular media and at a particular station, the locations of the media/items can be changed subject to feasibility and approval by Sr.DCM.

21. *The advertisement rights:* The advertising rights under the License Agreement will vest with the Successful Bidder. All advertisers/ recognized agents or other persons wishing to advertise will have to deal directly with the Licensee and they will have no dealing with the Railway or make any claim on the Railway for any commission, etc.

22. *Engagement of agencies by licensee:* The Railway Administration has no objection, if the Licensee engages other Companies, Concerns/ Agencies for the purpose of execution of fabrications, painting and selling advertisement space directly to users. The engaging of such companies/ concerned agencies, etc., for the purpose of execution of fabrication, installation, painting, selling of space, etc. will be entirely at the Licensee's own risk and cost.

23. *Sub-letting of license:* The Licensee shall not assign, transfer, sublet or sell the contract right granted to his/her by way of license to any person and such action shall result in the license automatically getting cancelled resulting in forfeiture of the license fee and security deposit. Further, Railways may alsoban the business dealings with the firm.

24. *The Railway rights:*

24.1 Railway reserves the right to declare or notify any area to be exempted from the scope of the tender at any time during the currency of the contract for the purpose of Railway usage and functioning of Railway system. This exemption will become neither a cause for the breach of contract, nor the Railway Administration is liable to pay any type of compensation or damages to the Licensee. However proportionate reduction in license fee will be given if display boards or other structures are removed on a permanent basis as per direction of railways and if other suitable location is not available to relocate the same in allotted package. The Licensee has the right to refuse the alternative location.

24.2 The Railway Administration reserves the right to display by any media the Railway advertisements/ information/slogans/posters/ passenger amenities/ safety/ convenience/ social message etc. on places other than allotted to the Licensee on Railway account for Railway related purposes, for which the licensee should not have any type of objection. Railway Administration also reserves the right to grant permission to outside agencies to advertise such display as considered to be in the interest of Rail Users.

24.3 In the event of any site(s) occupied by advertising matter under this contract being required by the Railway Administration any time for the purpose or use of the Railway or for any purpose deemed fit by the Railway Administration, the Railway Administration shall be entitled without notice to take down and remove the advertising matter occupying such site or sites and to use the site or sites for the purpose or use of the Railway or as deemed fit and in such an event, the Licensee shall not be entitled to any compensation, except for reduction in proportionate license fee.

24.4 The Railway Administration reserves the right to shift or relocate an advertisement media for administrative or any other unforeseen reasons. In such case, the same shall be carried out the by the Licensee as advised by Railway administration. Similarly, licensee can also request for shifting the location of a particular item. The shifting can be done after approval of Railways.

25. *Electrical connections:*

25.1 Wherever electrical connections are required for the advertisements (existing sites and new sites), the Licensee will submit the application to Sr.DCM. The Commercial Inspector/Supervisor nominated for coordination with the Licensee will forward the application to Sr.DEE's office. The Commercial Inspector will pursue the matter with the electrical department. There is no need for the licensee to directly deal with Sr.DEE's office. Once permission comes from electrical department, the same will be communicated to the licensee. For all purposes, Sr.DCM's office and the nominated Commercial Inspector will be the single point of contact for the Licensee.

25.2 Licensee will bear the cost of electrical estimate, meter charges, electrification charges and electrical consumption charges apart from License Fee of the contract.

25.3 During the power failure, Licensee has to make alternative arrangements like arranging UPS backup, for all the systems to ensure uninterrupted functioning.

26. *Display of details of licensee on advertisements:* The Advertisement agency should display the size of advertisement, contact number, period of contract and name of agency in every advertisement displayed by him in the nominated area, failing which, penalty will be imposed by railways.

27. The licensee will be responsible for damages caused due to heavy winds, storms, fire explosion, riots or other unforeseen causes and indemnify the Railways on account of the above mentioned causes.

28. The Railway Administration will not lay down any tariff for publicity for individual sites. The Licensee is free to decide the tariff to be charged from its clients. Changes in the tariff structure may be carried out by the Licensee as and when he desires.

29. Display should not hamper the mandatory boards displayed on the railway area such as Railway station name, important public and railway information, etc., Markings for identification and public utility should not be altered.

30. *Display conditions:* Display of Advertisements shall conform to the following:
(a) Advertisement displayed should not offend public taste.
(b) Advertisement displayed should not propagate any religion or religious belief.
(c) Advertisement displayed should not have any communal and regional bias.
(d) Advertisement displayed should not use the name and pictorial representation of national leaders, martyrs for trade and business purpose
(e) Advertisement displayed should not have a picture of a particular leader of a particular section or region.

31. *Advertisements not permitted for display:* The Licensee is required to follow Central/State Laws for display of advertisements. Advertisements that are objectionable in the eyes of law or otherwise prohibited for display. The following advertisements, amongst others, are not permitted for display:
(a) Advertisements of alcoholic drinks.
(b) Advertisements against background scenes which are erotic in character.
(c) Competitive advertisements from Road Transport/Air lines companies
(d) Advertisement from Private Insurance companies offering policies against Railway Accidents.
(e) Advertisements of Cigarettes, Bidis and other Tobacco products.

32. *Removal of advertisement material in the event of termination of the contract:*
32.1 The licensee shall remove the advertisement material like Hoarding, Structures, Glow signs, Digital Display Screens/equipments etc., from the Railway premises within seven (7) days at his own cost from the date of receipt of intimation of termination letter.
32.2 If the licensee fails to remove it within the period specified above, the Railway Administration shall be at liberty to remove and dispose of the said material in any manner as deemed fit. The cost of such removal and disposal will be deducted from the Security Deposit of the licensee.

33. *Advertisement structures leading to railway accidents:*
33.1 Due to various reasons including:
a) Faulty design of the hoarding.
b) Inferior materials used in the hoarding structure.
c) Heavy winds, etc.,
33.2 The hoardings and other structures can fall on the trains or on the other railway installations. In all such cases, the liability for the consequent damage, loss, injury, etc., arising out of such accidents will be entirely on the licensee, irrespective of the cause which caused the fall/ collapse of the advertising structure/materials.
33.3 In addition to recovering the entire cost of damages/ loss/ injury, the licensee will be penalised with amount equivalent to First year's License Fee. The contract will be terminated forthwith and the Security Deposit & License Fee will be forfeited and confiscated by Railways. The Licensee may also be debarred from participating in any tenders up to a period of three (03) years.

33.4 Therefore, the license has to do a thorough professional job while erecting his structures and inspect those structures at required intervals. He should also be alert to weather forecasting and in the event of adverse weather forecast he should take all precautions (like lowering the Hoarding) so that the structure/material does not cause any accidents/damage to railways, its employees, passengers and assets.

34. *Removal of advertisements at the end of the contract:* The licensee shall remove the advertisement material like Hoarding, Structures, Digital Display Equipments etc., from the Railway premiseswithin Seven (07) days at his own cost, failing which Railways will do the job and deduct the money from security deposit.

35. *Sites/locations exempted for display of advertisements inside the station building:* All the stalls viz., Catering stalls, bookstalls, etc., and Pay & Use Toilets, ATMs, weighing machines, ATVMs, CoTVMs, Dual Display Information System, etc.

36. *Mandatory updation of labour data on railways shramik kalyan portal by licensee:* The Licensee shall abide by the provisions of Payment of Wages Act and Minimum Wages Act. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'.

The Licensee shall register his firm/company etc. and upload requisite details of labour and their payment in the above portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

(a) Licensee shall apply for onetime registration of his company/firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Award.

(b) Senior Divisional Commercial Manager(Sr.DCM) of the division shall approve the Licensee's registration on the portal within 7 days of receipt of such request.

(c) Licensee once approved by Senior Divisional Commercial Manager of the division, can create password with login ID (PAN No.) for subsequent use of portal for all contractsissued in his favour.

(d) The Licensee once registered on the portal, shall provide details of contracts on Shramik Kalyan portal within 15 days of issue of any contractfor approval of concerned. Sr.DCM of the division shall update (if required) and approve the details of contractfilled by Licensee within 7 days of receipt of such request.

(e) After approval of contract databy Sr.DCM, Licensee shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(f) It shall be mandatory upon the Licensee to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period. Licensee shall submit a certificate to the Sr.DCM that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in'.

37. *Termination of contract:* In case of breach of any conditions of the contract as – (a) non-commencement of the work within the prescribed time limit, or (b) Non-payment of license fee as per the prescribed time-limit.

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Annexure - H

Standard Conditions of Contract for Content on Demand contracts through e-Auction

1. If for any reasons, the Railway administration asks the contractor to remove any allotted advertisement, the same should be removed by the contractor at his own cost within the time permitted.

2. In case of expiry of contract, if the display is not removed, the licensee will be liable to pay three times of the tender rate as penalty for such over displays till its actual removal of display. In addition, the Railway Administration has right to take away all such advertisement materials at the Licensee's cost.

3. By way of any litigation, even if any injunction is granted in favour of the licensee, the licensee is liable to remove the display upon expiry of contract by efflux of time as a bona-fide licensee. For such over display, the licensee shall be charged three times of the final years' licensee fee.

4. Railway administration may impose suitable fine/ penalty for any misconduct/ irregularity/ failure on part of licensee or any of his employee, as under:

Irregularity/ misconduct	*Penalty (in Rs)*
Any licensee's staff found drunk/indulging in bad conduct after proper charge investigation	---
Any staff of the licensee found creating nuisance on duty	---
Any other irregularity or misconduct	---

Any amount imposed as a fine by Railway Administration for irregularities committed by the contractor, has to be paid within 15 days period failing which it will be treated as breach of agreement.

5. ***Termination of contract:*** In case of breach of any conditions of the contract as : (a) Non-commencement of the work within the prescribed time limit, or (b) Non-payment of license fee after commencement of the contract beyond 60 days from the due date.

6. ***Advertisements not permitted for display:***
   a. The Licensee is required to follow Central/State Laws for display of advertisements. Advertisements that are objectionable in the eyes of law or otherwise prohibited for display. The following advertisements, amongst others, are not permitted for display:
   b. Advertisements of alcoholic drinks.
   c. Advertisements against background scenes which are erotic in character.
   d. Competitive advertisements from Road Transport/Air lines companies
   e. Advertisement from Private Insurance companies offering policies against Railway Accidents.
   f. Advertisements of Cigarettes, Bidis and other Tobacco products.

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Annexure - 1

Special Conditions of Contract for Advertisement on Mobile Assets contracts through e-Auction

1. As and when extra area is identified, display of Advertisement may commence in consultation with Sr.DME or CDO and will be charged on pro-rata basis, which will be co-terminated along with the original contract period. License fee may be modified proportionately (on pro-rata basis) owing to conversion of ICF coaches to LHB coaches or de-augmentation of coaches.

2. **Form of Advertisement Plan**: Every advertisement displayed shall mandatorily carry hallmarking with details as below in desired location (right/left & top/bottom)

   Name of licensee: (Individual/ Firm)
   Period of license: (From & To)
   License awarded by: Division/ Railway awarding the contract.

3. **Submission of Advertising Plan:**

   3.1 For Vinyl wrapping of trains standard RDSO specifications, as mentioned in the e-auction catalogue, should be strictly followed. RDSO specification details are to be compulsorily complied on award of contract.

   3.2 The contract should be carried out under supervision of C&W staff of Mechanical Department. The party should approach Sr.DME or CDO with proper display authority to take prior permission to start the work. Party should follow instructions of Sr. DME or CDO being issued from time to time for display of advertisement. The party should go to the place wherever the rake is stabled to carry out the work.

   3.3 On award of contract the Licensee shall have to submit design of the advertisement for the approval to the office of Sr. Divisional Commercial Manager (Sr.DCM), before the physical execution of work. Advertising Plan has to be submitted within 15 days from the date of generation of bid sheet for display of Advertisement.To such an Advertisement Plan, Railway shall offer comments (acceptance/ modification) within period of 15 days from the date of submission of Advertising Plan, subjected to feasibility, safety and administrative reasons of identified assets. If the tenderer seeks additional area during the contractual period, the same will be made available up to 30% on approval on pro-rata basis for the period co-terminus with the contractual period only. Pro-rata increase will be based on the rate as applicable per Square Feet including conditions there on.

   3.4 The decision of Railway Administration will be binding on the Licensee. Prior approval to every Advertising Plan is mandatory and shall be submitted to the office of Sr. Divisional Commercial Manager only. License Fee shall not be adjusted to account for any exclusion of Advertising assets proposed by the Licensee through Advertising Plan. Any modifications and revision in the Advertising Asset(s)/ Advertising Location(s) as finalized in the Advertising Plan approved by the Authority shall be to the risk of the Licensee and the Authority confirms that there shall be no downward or upward adjustment in

the License fee due to any such change in the Advertising Asset(s)/ Advertising Location(s) proposed.

4. Conditions for display of advertisement on coaches:

4.1 In case the display needs repairing and replacing due to wear and tear, the agency should take up the work at his/her own cost under the supervision of C&W staff. It is the responsibility of the Licensee to ensure that displays pasted should be of good quality and should not damage the coaches.

4.2 Vinyl wrapping advertisement for exterior is permitted over the entire surface of the side wall of the train coaches. Further contractor will ensure that the information provided on the Rolling Stock remains clearly visible. Area available for advertisement will be shown in the auction catalogue.

4.3 If the Railway Administration augments this train by way of additional coaches, then the contractor should display advertisements on the newly added coaches as well in order to make the rake look uniform. The additional area will be charged on pro-rata basis.

4.4 Vinyl wrapping can be permitted on Rolling Stock due for 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/her own cost.

4.5 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/her own cost to the satisfaction of Sr.DME or his representative.

4.6 It will be the responsibility of the contractor to ensure that 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/ CDO.

4.7 The train services are as per Time tables declared and issued by the Railway administration from time to time. The party cannot have any type of claims if Railway makes any changes subsequently in the Train services.

4.8 Railway Administration will not be responsible for loss/damage caused to the tenderer due to removal/alteration/banning of advertisements.

4.9 The Railway Administration shall not be responsible for any loss or damage caused to the successful tenderer due to total discontinuance of the scheme under the agreement for any reason whatsoever.

4.10 The composition of Trains is fixed by the Railway administration as per the requirement of the train services. The party cannot have any types of claims if Railway make any changes in the composition of trains.

4.11 It is the personal responsibility of the Licensee to take all kinds of permissions/NOCs from outside agencies like Municipality, Road Transport Authority etc, where ever required.

4.12 The advertisements should be displayed without spoiling the appearance of the train. Aesthetic and beautiful advertisements must be displayed.

4.13 The licensee shall erect/ display the advertisement in such a manner that they do not obstruct the view of display of advertisement in the vicinity and Railway signage and information boards.

4.14 The changes in the dimensions of the displays may be permitted subject to its feasibility.

4.15 The licensee shall realign, readjust or shift the displays whenever called upon by the competent authority to do so at his own cost without claiming any compensation.

5. **Penalty clause:**

5.1 If the licensee display advertisement in excess of area approved by the Railway Administration in the advertisement plan without prior approval from the Railway Administration, then the Licensee is liable to be charged for such excess area three times of the final year's license fee.

5.2 Such charges shall be applicable from the date of commencement of the contract till the date of detection.

5.3 In addition to the above, the licensee will be liable to be charged for each occurrence, a penalty ranging from Rs.1,000/- and up to Rs.25,000/- per instance which may be levied by the competent authority viz ACM – up to Rs 10,000/-; DCM – up to Rs 15,000/-; Sr.DCM – up to Rs.20,000/-; and CCM – up to Rs 25,000/-.

5.4 Such excess display, if found feasible, can be regularized on application/request by the licensee from the date of detection till the balance period of contract at the discretion of the Railway Administration by paying the prevailing rate of License fee.

5.5 If the continuation of such excess display is not agreed by the Railway Administration, then the same has to be removed by the licensee at its own cost within seven days from the date of such intimation for removal by the railway administration.

5.6 Further, if the licensee does not adhere to safety guidelines or does not adhere to hallmarking on the advertisement as indicated in the tender form, is liable to pay the penalty as mentioned in para 5.3 above for each instances.

6. **Advertisements not permitted for display:** The Licensee is required to follow Central/ State Laws for display of advertisements. Advertisements that are objectionable in the eyes of law or otherwise prohibited for display. The following advertisements are not permitted for display:

a. Advertisements of alcoholic drinks.
b. Advertisements against background scenes which are erotic in character.
c. Competitive advertisements from Road Transport/Air lines companies
d. Advertisement from Private Insurance companies offering policies against Railway Accidents.
e. Advertisements of Cigarettes, Bidis and other Tobacco products.

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