WEST CENTRAL RAILWAY

EMPANELMENT OF ADVERTISING AGENCIES

1. **Important Detail:**

Notice No.	**WCR/HQ/PR/2021/Advt. Agencies**
Name of Work	**Empanelment of Advertising Agencies on West Central Railway**
Earnest Money	**Rs. 1,00,000/-**
Cost of Application Form	**Rs. 5,000/- + 18% GST i.e. Rs. 5,900/-**
Last date of download of Application Form	**12.10.2021**
Last date & Time of receipt of application Form	**Up to 11.00 hrs. 12.10.2021**
Date & Timing of Opening of Application Form	**11.30 hrs on 12.10.2021**
Website Address	**www.wcr.indianrailways.gov.in**
Venue for Application submission	**CPRO Office/WCR, Indira Market, Jabalpur 482001**

2. **Mandatory details to be filled by Advertising Agencies while submitting their document**

1	**Name of Advertising Agency**	
2	**PAN No.**	
3	**GST No.**	
4	**Contact No.**	
5	**Registered Office Address**	
6	**Address on which correspondence regarding this tender should be done**	
7	**Name of Proprietor/Partners**	
8	**Details of EMD submitted**	
9	**E-mail Id for communication**	

CPRO
West Central Railway

Signature of the Tenderer

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EMPANELMENT OF ADVERTISING AGENCIES ON WEST CENTRAL RAILWAY

1.0 Terms and conditions of empanelment

1.1 General

West Central Railway proposes to empanel experienced reputed and INS accredited advertising agency to meet requirements of producing creative artwork, release of display advertisement and release of tender notices in appropriate manner and economy of space, to various newspapers/publications having DAVP rates, mainly within the jurisdiction of railway and also in other important cities in India.

1.2 Duration of Contract

The duration of the contract will be for a period of two years, from the date of issue of the letter of empanelment. The successful applicant shall be required to execute an agreement on non-judicial stamp paper worth Rs. 100/- attested by notary public oath commissioner first class magistrate. The cost of the stamp duties for the execution of the agreement will be done by the advertising agency.

1.3 Right to Accept Proposal

Railways reserves the right to accept or reject any proposal and to annual the proposal process or to reject all proposals at any time prior to award of contract, without assigning any reason or without incurring any liability to the affected Respondent (s) or any obligation to inform the affected Respondent (s) of the grounds for such decision. CPRO Office reserves right to seek performance report from other clients of the advertising agency.

1.4 Application Procedure

Application on the prescribed form, downloaded from the West Central Railway website (www.wcr.indianrailways.gov.in), in a sealed envelope and addressed to **Chief Public Relations Officer**, West Central Railway, Near Indira Market, Jabalpur 482001 should be dropped in a sealed box kept in the CPRO office, up to **11.00 hrs** on **12.10.2021** in case the date fixed is declared as holiday, the application should be submitted on the next working day up to 11.00 hrs, without any further notice by Railway Administration. Application received after the stipulated date and time will not be considered. Application must also submit, along with the application form, a demand draft of Rs. 5900/- (5000/- + 18% GST = 5900/-) (non-refundable) from scheduled banks, in favour of Financial Advisor & Chief Accounts Officer, West Central Railway payable at West Central Railway HQ, Jabalpur, towards the cost of application form.

2.0 Eligibility criteria

2.1 The firm/company should have a fully functional office at West Central Railway HQ city. If the firm company is not having any office in the West Central Railway HQ city, the firm company will have to open a fully functional office in the West Central Railway HQ city i.e. Jabalpur within 15 days from the date of empanelment failing which, their empanelment will be summarily cancelled.

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2.2 The agency must have carried out communication for Government Ministry/Department/PSU and/or Multilateral institutions such as UNICEF, WHO, UNDP etc of a minimum value of Rs. 7.5 Crores (including release value and agency commission) in the last financial year.

2.3 The agency shall be of sound financial status with accumulative turnover of Rs. 15 Crore or more during the last 3 financial years.

2.4 The agency should be accredited with Indian Newspaper Society. Agency must have **full accreditation** by the Indian Newspaper Society, provisional or conditional accreditation shall not be accepted. **(Franchise is not permitted and application submitted by franchisee will not be entertained).**

2.5 The agency shall employ and provide professionally qualified and experienced personnel as may be required to perform the services under the specific works assigned by the West Central Railway and it is expected that the agency shall deploy personnel, who have adequate experience in the domain related with the work. The agency must have technically qualified and competent designers, content writers, High speed internet, proofreaders and in-house/contractual English & Hindi translators.

3.0 List of Documents to be submitted

Following documents shall be attached with the application:

3.1 Duly filled application form including complete address.

3.2 Details of offices located in cities with address, phones- both fixed and mobile, fax no's and e-mail ID etc.

3.3 If the firm/company is not having any office in the West Central Railway HQ city i.e. Jabalpur, a Self declaration that the applicant will open a fully functional office in West Central Railway HQ city i.e. Jabalpur within 15 days of the empanelment.

3.4 Details of ownership and organization structure of the agency. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/ Certificate of Incorporation (in case of company) etc. **(Franchise is not permitted and application submitted by franchisee will not be entertained).**

3.5 INS accreditation certificates or self attested certificate regarding full accreditation status of agency with INS valid during empanelment period.

3.6 List of important clients including Railways/other Government Ministry/department PSUs/Multilaterals institution etc. since last 2 years for which media campaigns were carried out by the agency.

- Details of media campaigns carried with duration and value (in Rs.)
- Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year.
- Details, if any, of production of software such as video/radio spots/serial etc.
- Self attested copies of various Work orders to be submitted.

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3.7 Annual turnover duty certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets of preceding 3 year (Certification by Chartered Accountant Auditor is mandatory).

3.8 Print Media Turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance sheets for the last financial year.

3.9 Copies of Income Tax Returns filed for the last 3 years and GST Registration Certificate.

3.10 Details of infrastructure like computers, printers, photocopier and other electronic /sophisticated gadgets/software at local office along with the documentary evidence in support thereof.

3.11 List of original software available with the agency and copy of original bills and license thereof. In case of software companies which do not issue license, copies of original bills to be submitted.

3.12 Names and short CVs of principal officers of agency. The list of the technically qualified and competent professionals on rolls with the agency (especially project leads, Ad-designers, content writers, proofreaders and in-house/contractual English & Hindi translators) clearly mentioning their name, designation, academic and professional qualifications ,length of service with the agency, achievements etc.

3.13 Any two advertisements, published in last 1 year, of Campaigns handled in past by the agency.

3.14 In case of new office to be opened at West Central Railway HQ city i.e. Jabalpur by the agency, above details to be given for the proposed hardware software manpower.

All the copies of documents attached with the application must be certified by the agency's Chartered Accountant, with proper seal and date. **All pages must be numbered. Summary sheet of attached document should be enclosed.** The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by Public Relations office.

Authorised person on behalf of the agency must affix seal and sign on each and every page of the application, terms and conditions and all documents submitted (this is in addition to required verification/attestation). <u>If information in any of the document submitted is found incorrect then application would be treated as non responsive and would be summarily rejected.</u>

Note: In case of new office to be opened at West Central Railway HQ city i.e. Jabalpur by the agency, if it is found that any of the information in any of the document submitted is incorrect or agency has not fulfilled the proposed requirement then the empanelment of the agency will be cancelled and the next agency in the list will be empanelled.

4.0 Selection Procedure

4.1 No addition, alteration or modification to the documents once submitted shall be permitted. However, West Central Railway may at their discretion seek clarifications form the parties

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concerned, if any. A nominated evaluation committee will evaluate & scrutinize documents and technical & Financial Criteria mentioned below.

4.2 **Technical Evaluation:** Offers of only those firms, which are responsive and meet the eligibility criteria based on the documents submitted by the firms, shall be evaluated. The offers shall be evaluated as per following parameters:

S. No.	Parameter
1	**Print Media Turnover for the last financial year**
2	**Number of Display Ads Published for Government of India (Central/State/PSU) in the last Financial Year**
3	**Two published advertisements Samples of any 2 Campaigns handled in past. It shall be adjudged on the basis of Impact, artistic appeal and punch line.**
4	**Gross Value of Display Ads published for Central Govt./State Govt./PSU in the last Financial Year**
5	• **One Project Lead (Years of experience)** • **Two Content Writers (Years of experience)** • **Two creative Ad designer (Years of experience) (See Annexure-A)**
6	The advertising agency will have to submit on the spot art pull (tender) for the given material within six hours on any date to be notified later during the empanelment process, one each in Hindi, and English languages. Material in English language must be type setted in 6 point font size whereas Hindi language material must be type setted in 8 point font size. This should demonstrate ability to bring in space economy without compromising legibility and clarity.
7	Advertising agencies shall be required to submit on the spot display work in Hindi and English on the given subject within 3 hours of notice on any date, as fixed by the committee, during the empanelment process. The display shall be adjudged on the basis of Impact, artistic appeal and punch line.
8	During the process of empanelment, all agencies applying for empanelment shall make a presentation about agencies profile, customer base, quality of work, past achievements, work procedure followed, office automation etc. on nominated date, time and place as fixed by the committee.

In addition to the above Technical Evaluation, the agencies will quote costs of various services that the West Central Railway wants Agencies to provide. Lowest cost of each item/service shall be accepted by the remaining eligible agencies.

In case of refusal to accept the lowest rates of various services, the agencies doing so shall not be considered for empanelment. The quoted costs of various items as per Annexure-E (i) & E (ii) shall be submitted by the applicant agencies in a separate envelop which will be opened at a later stage.

5.0 Award of contract

West Central Railway will award the Contract and enter into an agreement with the agency finalized after the due process is completed. After signing of the Contract Agreement, no

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variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

6.0 **Disqualification**

6.1 Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of advertising agencies by railways will lead to disqualification and applications will be summarily rejected will not be considered.

6.2 West Central Railway may at its sole discretion and at any time during the evaluation of Proposal, disqualify any applicant, if the applicant has indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

6.3 West Central Railway may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.

6.4 West Central Railway reserves right not to assign reasons for declining to consider any particular application or applications.

6.5 West Central Railway also reserves the right to accept or reject any application or all applications. Incomplete and conditional applications will be summarily rejected.

7.0 Earnest Money and Security Deposit

7.1 Earnest money of Rs. One Lakh shall be deposited with FA&CAO, West Central Railway either through Bank Draft on Nationalized Bank or in cash and original money receipt should be attached with application. It shall be ensured that the Bank draft is made from agency's Account. The earnest money amount will be adjusted in the security deposit amount of Rs. Five Lakhs deposited by the agency. EMD of the unsuccessful agencies will be returned latest on or before the 30th day after the formation of panel.

7.2 The successfully empanelled advertising agency will have to submit security deposit of Rs. 5,00,000- (Rupees Five Lakhs only) within one week after the issue of the letter of empanelment for the due and satisfactory fulfilment of the terms and conditions. The security deposit will be refunded on satisfactory working/completion of the empanelment period. The security deposit should be submitted in the form of fixed deposit receipt of any Nationalized Bank in favour of FA&CAO (Financial Advisor & Chief Accounts Officer), West Central Railway.

8.0 **Process of Service Delivery**:

8.1 For display advertisements, brief will be given to the agency at CPRO's office regarding content and size, based on which agency will be required to prepare a good quality artwork

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within the specified time. The copywriting, translation (if any), designing, typesetting, art work, preparation of block and matrix as well as art pulls required for release of advertisement, will be at agency's own cost. The agency is required to make available the photographs/materials required for the preparation of display advertisement. However, the agency will be assisted by the CPRO's office with the statistics and information. CPRO office reserves the right to select the design work as per requirement.

8.2 For classified advertisements material collected from CPRO office, should be submitted back for approval on the same day after typesetting/designing. Release Orders (RO) will be issued after approval of the typeset material/design. Advertising agency shall release the advertisement/tender notice only to the publication as indicated in the specific Release Order (RO) issued by Public Relations Office of the railways.

8.3 Advertising agency shall also ensure that advertisements appear in the specified newspapers on a nominated date in a conspicuous and impressive manner while occupying minimum space. The agency will ensure that the language of advertisements published in the newspaper should be the same as the language of the newspapers until & unless specially mentioned on the Release Order. In case of late publication after stipulated period/date, it will be the discretion of the CPRO to impose penalty and/or disallow partial/total payment. Performance of agencies will be monitored on this account also.

8.4 GST at applicable rates as notified by Ministry of Finance from time to time shall be charged by empanelled agency from Railways. GSTIN of the West Central Railway shall be indicated by advertising agency and GST shall be shown separately in the Tax Invoice.

8.5 The advertising agency will be bound to obtain acknowledgment from the Newspapers at the time of 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/RO to all the newspapers in time in case of dispute.

8.6 In case there is an error in publication of the advertisements as compared to advertisements text approved by the office of CPRO, the advertising agency shall arrange to publish the corrigendum immediately at its own cost. No bill shall be raised or paid to the agency. CPRO may also impose a suitable penalty in such cases.

8.7 At the end of each month, agency will submit a summary of released advertisement and computerized bills duplicate along with tear sheets of newspapers containing published advertisements 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.

"All the bills received from the newspapers have thoroughly been checked and found correct in all respect".

8.8 It is the responsibility of the agency to ensure that correct and readable advertisement is published. Bills for incorrect or illegible advertisements published by the newspapers should

not be accepted by the agency and should be sent back to newspaper citing reasons for not accepting the bill. Copy of letter should also be sent to the CPRO office for information.

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8.9 Advertising agency shall charge current DAVP approved rates until & unless it is specially/otherwise stated by the CPRO office in the Release Orders. In case any newspaper mentioned in the Release Orders does not accept DAVP rates and charges commercial rate or the newspapers does not have the contract approved by the DAVP, advertising agency prior to publication of advertisement will obtain written approval from CPRO office.

8.10 The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from the railways, so that in case of any complaint received from newspapers, it may be examined thoroughly by CPRO office.

8.11 The CPRO office, reserves right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.

8.12 After payment of original bills at DAVP rates, no supplementary bill will be accepted, and the advertising agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by the railways. If DAVP reduces/lowers advertising rates of a publication and the advertising agency comes to know about lowered 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 advertising agency to adjust the excess paid amount from future bills of the publication if possible, failing which it will be responsibility of the advertising agency to refund the excess payment, if any, on this account.

8.13 After publication of the advertisement, the agency will have to arrange payment of advertisement bills of the newspapers pertaining to publication of the advertisements regularly as per INS rules, failing which empanelment of advertising agency may be cancelled and security money forfeited.

8.14 The CPRO Office also reserves the rights to release any advertisement through any advertising agency on the panel.

8.15 The CPRO office also reserves the right to use the logo, design, layout etc. prepared by any advertising agency for releasing advertisements directly for Railway or through any other advertising agency or any other source as deemed fit by the railways without advertising agency's consent, which has designed the advertisement.

8.16 The agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The advertising agency will be completely liable in all such cases, and no liability shall lie with the railways.

8.17 Whenever required, the agency shall have to accept and get an advertisement published at a very short notice in specified newspapers on a specified date as indicated by the railways.

8.18 The CPRO office or its representative shall have all rights to inspect agency's premises and any record connected with the working related with Railways during office hours.

8.19 The CPRO 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.

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8.20 The CPRO office reserves the right to impose a suitable penalty for any defect in service delivery and also deduct any outstanding dues decreed by any court of law or otherwise from the Security Deposit or the running bill for deduction of Railway's dues from empanelled agency's security amount on the following grounds.

8.21 The empanelled agencies shall top up or reimburse the security deposit to the extent of deduction as fine within 15 days failing which it will be considered and treated as breach of the agreement.

8.22 The advertising agency should supply the press Tear sheets in which the Tender Notice, Public Notice/Display Advt. is published to concerned department directly or per bearer or by post.

8.23 Each empanelled agency, on their nominated day, shall collect and ensure immediate dispatch of Press Release either through e-mail or in person to all media offices. Apart from newspaper, these media may include TV channels, FM radio stations, All India Radio, News Agencies etc. No additional payment will be made for this to the agency.

8.24 All payments to the agency shall be made through EFT/ECS.

8.25 When desired, soft copy of any work will be provided by the agency to the PR office.

8.26 The agencies will be required to work on Saturdays on regular basis and may even be required to provide service on Sundays and other public holidays and if warranted, also beyond office hours in case of urgency.

8.27 Performance of the each empanelled agency will be monitored and will be kept on record for appropriate action in future.

8.28 Disputes, if any, in future shall be resolved and governed by the provision of general conditions of contract as applicable to the railways and jurisdiction shall lie at the city where the zonal headquarter is situated.

8.29 West Central Railway, at its sole discretion, may impose penalty, as deemed fit, on any agency for poor performance/service during the period of empanelment.

9 Settlement of Disputes – Arbitration and Conciliation Rules

9.1 Reconciliation of disputes : All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "General Manager" through "Notice of Dispute" (given at **Annexure B(i) to (iv)**) provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. GM shall, within 30 days after receipt of the Contractor's "Notice of Dispute" notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

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If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by GM, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

- by the signing of the settlement agreement by the parties on the date of agreement; or
- by written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at consultation are no longer justified, on the date of declaration; or
- by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

9.2 **Matters Finally Determined by the Railways** : All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in any clause (stated as expected matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that "excepted matters" shall stand specifically excluded from the purview of the Arbitration Clause.

9.3 **Demand for Arbitration:**

a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter In question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except In any of the "excepted matters" referred to in Clause 9.2 of these conditions, the contractor, after 129 days but within 180 days of his presenting his final claim on disputed matters shall demand In writing that the dispute or difference be referred to arbitration.
b. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be Included In the reference.
c. The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, If they agree for such waiver in writing, after dispute having arisen between them, in the format given under **Annexure C** of these conditions.

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d. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration received by the Railway.

e. The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

f. The Railway shall submit its defence statement and counter claim(s), if any, Within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

g. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

h. No new claim shall be added during proceedings by either party, However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

i. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation form the Railway that the final bill is ready for payment. He/they will be deemed to have waived his/their claim(s) and the Railways shall be discharged and released of all liabilities under the contract in respect of these claims.

9.4 **Obligation During Pendency of Arbitration: Work under the contract shall,** unless otherwise directed by the GM, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

9.5 **Appointment of Arbitrator:**

a. Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off

- In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.
- In cases not covered by the above Clause, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee Within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that

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one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

- The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per above clauses, can continue as arbitrator in the tribunal even after his retirement.

b. Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has not been waived off

- In cases where the total value of all claims in question added together does not exceed Rs. 50,00,000/-(Rupees Fifty Lakh Only), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the contractor within 60 days from the day when a written ad valid demand for arbitration is received by the GM.

  Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

- In cases where the total value of all claims in question added together exceed Rs. 50,00,000-(Rupees Fifty lakh only), the Arbitral Tribunal shall consist of a panel of three (3) retired Railway Officers, retired not below the rank of SAG Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM.
  Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators ether from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the name of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

c. If one or more of the arbitrators appointed as above refused to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/officers or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

d. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral

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Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

e. Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

f. Qualification of Arbitrator(s)

- Serving Gazetted Railway Officers of not below JA Grade level
- Retired Railway Officers not below SA Grade level, one year after his date of retirement
- Age of arbitrator at the time of appointment shall be below 70 years

g. An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past

h. While appointing arbitrator(s) due care shall be taken that he/then is/are not the one/those who had an opportunity to deal with the maters to which the contract relates or who In the course of his/their duties as Railway servant(s) expresses views on all or any of the matters under dispute or differences. A certification to this effect as per **Annexure D** shall be taken from Arbitrators also. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed view on all or any of the matters under dispute.

i. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

j. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of specific point of award to Tribunal within 60 days of receipt of the award.

k. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented In the arbitral proceedings but omitted from the arbitral award.

l. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the View of the Presiding Arbitrator shall prevail.

m. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

n. The cost of arbitration shall be borne by the respective parties. The cost shall Inter-alia include fee of the arbitrator(s) as per the rates fixed by Railway Board time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at **Annexure C** to these conditions after/while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the

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instructions issued on the subject by Railway Board form time to time irrespective of the fact whether the arbitrator(s) is are appointed by the Railway Administration or by the court of law unless pacifically directed by Hon'ble court otherwise on the matter.

o. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) applicable to railways and ay statutory modifications thereof shall apply to the appointment of arbitrators an arbitration proceedings under this Clause.

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10.0 **Covering letter to be submitted with the offer**

The Chief Public Relations Officer
West Central Railway
Near Indira Market
Jabalpur-482001

Sub:- Application for empanelment of Advertising Agencies with CPRO of West Central Railway

1. Name of the Agency ……
2. Full Address …….
3. Earnest money attached Yes No
4. Details of facilities/documents furnished along with application

   a. Agency website Yes No
   b. Income Tax Return for last 3 year attached Yes No
   c. GST Registration no. Provided Yes No
   d. List of creative ad designer, content writers, proof readers attached Yes No
5. Details of other additional infrastructure and manpower available at local office.
6. Experience

   a. List of Clients (period to be specified)
   b. Experience with Central Govt/State Govt./PSU) Yes No
   If yes, then whether the details of name of the organization(s) period and value of campaigns furnished
   c. Experience with Railway Yes No
   If yes, then whether the details of name of the Railway, period and value of campaigns furnished
7. Year and place of INS Accreditation (attach the certificate)
8. Certified Turnover in Rs (Crore) in last 3 years
9. Willing to service on holidays beyond office hour Yes No
10. Any Other Information which the applicant feels necessary to bring to the notice of West Central Railway Administration

I/we have perused the attached Terms & Conditions for empanelment of Ad Agency with West Central Railway and hereby agree to all the Terms and conditions.

Signature …….
Name of Signing authority (In Block letters)…….
Date:……
Stamp of the Agency
Place: ……..

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Annexure A

Profiles of the Personnel

S.No.	Designation	Required Profile
1	Project Lead	**Qualification:** Graduate in Mass Communication Journalism/PR **Required Experience:** > 5 years **Expected Role:** This person shall be the focal point of contact with RAILWAY ZONE. This person will function as the campaign manager-cum-team leader
2	Content Writers	**Qualification:** Any Graduate **Required Experience:** Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.
3	Creative Ad Designer	**Qualification**: Any Graduate with Diploma in Multi-media **Required Experience**: Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in Design. The person should have an experience of 3 to 5 years with at least 3 year, as graphic designer for multiple mediums **Expected Role**: The person will be required to create Ad designs

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Annexure B (i)

Registered Acknowledgement Due

PERFORMANCE NOTICE

_____RAILWAY
(Without Prejudice)

To
M/s_____

Dear Madam/Sir,

Contract Agreement No. _____

In Connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____ , dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. _____, dated_____ in reference to your representation, dated_____
3. As you have failed to abide by the instructions issued to commence the service/achieve desirable standard of services, you are hereby given a notice to commence the service/to make good the default, failing which further action will be taken as to terminate your contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully

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Annexure B (ii)

Registered Acknowledgement Due

REVOCATION OF PEFORMANCE NOTICE

_____RAILWAY

(Without Prejudice)

To

M/s_____

Dear Madam/Sir,

Contract Agreement No. _____

In Connection with _____

1. Your attention is invited to this performance notice Issued by this office vide letter no. _____, dated _____.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully

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Annexure B (iii)

Registered Acknowledgement Due

7 DAYS NOTICE

_____RAILWAY

(Without Prejudice)

To

M/s_____

Dear Madam/Sir,

Contract Agreement No. _____

In Connection with _____

1. Performance Notice was given to you under this office letter of even no. dated _____, but you have taken no action to commerce the services/improve the quality of the services to the specified standards.
2. You are hereby given 7 days notice to commence the service to make good the default, failing which further action to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and services under this contract will be earned out independently without your participation and your Performance Guarantee shall also be encashed forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

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Annexure B (iv)

Registered Acknowledgement Due

TERMINATION NOTICE RAILWAY

_____RAILWAY

(Without Prejudice)

No. _____ Dated_____

To

M/s_____

Dear Madam/Sir,

Contract Agreement No. _____

In Connection with _____

Seven days (7 days) notice was given to you under this office letter of even no. dated _____ but your performance has not Improved/you have taken no action to commence the services/improve the quality of the services to the specified standards.

Since the period of 7 day's notice has already expired, the above contract stands rescinded and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership form is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encased/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

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Annexure C

Agreement towards Waiver under Section 12 (5) and Section 31 A (5) of Arbitration and Conciliation (Amendment) Act

I/we _____ (Name of agency/Contractor) with reference to agreement no._____ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of Claim:

a. Claim 1- Detailed at Annexure –

b. Claim 2 –

c. Claim 3 –

I/we _____ (post of Officer) with reference to agreement no. _____ hereby raise disputes as to the contraction the operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we_____ do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent _____

Agreement under section 31(5)

I/we_____ (Name of claimant) with reference to agreement no. _____ hereby waive off the applicability of sub section 31-A (2) to 31-A(4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 9.5 (h).

Signature of Claimant _____Signature of Respondent _____

* Strike out whichever not applicable.

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Annexure D

Certification by Arbitrators appointed under Settlement of Disputes- Arbitration and Conciliation Rules

Conditions of Contract

1. Name :
2. Contract Details :
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than ten on-going Arbitration cases with me.
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act-1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind

   Or

   I have past or present relationship in relation to the subject matter in dispute. Whether financial, business, professional or other kind. The list of such interest is as under
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give raise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

   Or

   I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstance which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

   Or

   There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstance is as under:

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Annexure -E (i)

COST OF VARIOUS SERVICES PROVIDED BY ADVERTISING AGENCIES TO WEST CENTRAL RAILWAY FOR PUBLIC RELATIONS ACTIVITIES

S. No.	DESCRIPITON	Size	RATE (Per Quantity)	Qty	TOTAL AMOUNT WITH GST
1	Designing & Printing of Wall calendar for W.C.Rly	20"X30"		500	
2	Designing & Printing of Brochure (English & Hindi Language)	A-4 digital Printing 4 colour 4 pages		100	
3	Designing & Printing of Booklets (Rate should be quoted per page of Digital printing 4 colour)	A-4 (50 pages)		50	
4	Designing & Printing of Monthly Magazine (Rate should be quoted per page)	A-4 (50 pages) Cover page 300 GSM with laminate Inside pages 170 GSM		150	
5	Designing & Printing of Back Drop	12' X 6' 6'X3' 4'X6'		1	
6	Designing & Printing of Banners	8' X 4'		1	
7	Designing & Printing of Pamphlets	A-4		100	
8	Designing & Printing of Sticker	A-4		200	
9	Designing & Printing of Posters	20"X30" 170 GSM paper		100	
10	Designing & Printing of Standee	3'X6' 4'X8'		1 1	
11	Designing & Printing of Invitation Card with envelope	5"X7"		100	
12	Press Kit (Folder, Pen & Pencil)	A-4		100	
13	Designing & Printing of Table Calendar		Per Calendar	100	
14	Audio Jingle	30 Sec.		1	
15	GIF			1	
16	Animation	30 Sec.		1	
17	Infographics			1	
18	Video with Voice over	1 Minute 30 Sec.		1	
19	2D Animation Presentation	30s-40s		1	
20	WCR News Letter	A-3 Size (10 Pages 170 GSM paper)		20	

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Annexure -E (ii)

VIDEOGRAPHY/PHOTOGRAPHIC & PHOTO PRINTS JOBS DETAIL

(A) DIGITAL HD VIDEOGRAPHY COVERAGE

S. No.	DESCRIPTION	COVERAGE HOURS/SHIFT	RATE	GST	TOTAL AMOUNT WITH GST
1	Digital HD Videography coverage various Railway functions and Railway theme with video editing/mixing/sound dubbing and make a one Master original coverage data on DVD, two edited DVD and one edited brief coverage video clip on MP4 format for social media	Up to 4 Hrs.			
		4-8 Hrs.			
		8-12 Hrs.			
		12-24 Hrs.			
2	Digital Photography coverage various Railway functions and Railway theme and make a one Master original Photography coverage date on DVD for West Central Railway Digital Photo library.	Up to 4 Hrs.			
		4-8 Hrs.			
		8-12 Hrs.			
		12-24 Hrs.			

(B) PHOTO PRINTS

S. No.	DESCRIPTION	SIZE IN Inches	PRINT RATE	GST	TOTAL AMOUNT WITH GST
1	Photo printing works various sizes	PC 4X6 5X7 6X8 8X10 10X12 12X24 16X20 20X24 20X30 30X40 40X50			

Note: (i) Outside Jabalpur Area rates of Videography and photography may also mentioned for item no. 1 & 2.

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