



**SELECTION OF AGENCY FOR SOCIAL MEDIA MANAGEMENT
AND MEDIA ANALYSIS SERVICES FOR WEST CENTRAL RAILWAY**

TOP SHEET

1. Important Details :

Full Name of Service/Work	SELECTION OF AGENCY FOR SOCIAL MEDIA MANAGEMENT AND MEDIA ANALYSIS SERVICES FOR WEST CENTRAL RAILWAY (FOR TWO YEARS)
Appx. Total Cost of Service/Work (Exclusive of GST)	₹ 1,32,00,000/- Exclusive of GST (Rs. One Crore Thirty Two Lakh Only) per annum; or ₹ 2,64,00,000/- Exclusive of GST (Rs. Two Crore Sixty Four Lakh One Thousand and Twenty Two only) for two years.
Appx Total Cost of Service/Work (with GST)	₹ 3,11,52,000/- with GST (Rs. Three Crore Eleven Lakh Fifty Two Thousand Only) for two years.
Earnest Money Amount	₹ 3,05,760/- (Rs. Three Lakh Five Thousand Seven Hundred Sixty Only)
Cost of Application Form	₹ 10,000/- + 18% GST = ₹11,800/- (Non-Refundable) (Rs. Eleven Thousand Eight Hundred only) in cash across the Railway Counter or if downloaded from website - Demand Draft/Pay Order in favour of PFA, West Central Railway, Jabalpur. (In case if Application Form is required by Post – ₹ 500/- will be charged extra)
Last Date of downloading Application Form from WCR's official Website/ purchase from PR Office	Up to 12:00 hrs. on 17/11/2025
Last Date/Time of submission of Application	Up to 12:30 hrs. 17/11/2025
Date & Time of Opening of Applications	On 17/11/2025 at 12.35 hrs. onwards
Venue for Application Submission and Application opening	Public Relation Department, General Manager Office, West Central Railway, Indira Market, Jabalpur-482001
Particulars of the Website from where the Application Form Procedure of Selection and Terms & Conditions etc. may be downloaded	www.wcr.indianrailways.gov.in

2. Mandatory details to be filled in by Advertising Agencies while submitting their offer:

1	Name of the Firm	
2	PAN No	
3	GST No	
4	Contact No (Landline & Mobile both)	
5	Registered Office Address	
6	Address on which correspondence regarding this Application Form should be done	
7	Name of Proprietor/Partners	
8	Details of EMD submitted	
9	E-Mail Address of the Agency	


Signature of CPRO

Signature of Tenderer



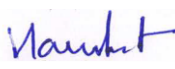
BID FORM (First Sheet)
WEST CENTRAL RAILWAY

Application No. WCR/HQ/PR/110/SM Empanelment/02/25
Name of Work SELECTION OF AGENCY FOR SOCIAL MEDIA MANAGEMENT
AND MEDIA ANALYSIS SERVICES FOR WEST CENTRAL
RAILWAY

The President of India
Chief Public Relations Officer
West Central Railway
Indira Market
Jabalpur

1. I/We have read the various conditions to bid attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of My/Our Earnest Money. I/We offer to provide the services for '**Social Media Management and Media Analysis Services**' at the rates quoted in the attached schedule and hereby bind myself/ourselves to begin to complete the work/provide the services in all respects within 15 days from the date of issue of Letter of Acceptance of the bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by West Central Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of ₹ 3,05,760/- (Rs. Three Lakh Five Thousand Seven Hundred Sixty Only) is hereby forwarded as Earnest Money in the form of DD vide DD No/MR No _____ dt. _____ in favour of PFA/West Central Railway, Jabalpur. The full value of the Earnest Money shall stand forfeited without prejudice to any other rights of remedies if:-
 - a. I/We do not execute the contract documents (Agreement) within 21 days after receipt of the notice issued by West Central Railway that such documents are ready and
 - b. I/We do not commence the work within 15 days after receipt of orders.
4. I/We am/are a Micro and Small Enterprise/Start up Firm registered by DIPP, registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature(s) of the Witnesses	Signature of the bidder/s
Witness-1 Witness-2	Address of the Agency : Dated :


Signature of CPRO

Signature of Tenderer



BID FORM (Second Sheet)

1. Instructions to bidder and Conditions of bid: The following documents form part of bid / Contract:
 - (a) Bid forms-First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of Chief Public Relations Officer, West Central Railway Indira Market, Jabalpur or obtained from the same office of West Central Railway on payment of prescribed charges.
2. Drawings for the Work: The drawings for the work can be seen in the office of the Chief Public Relations Officer, West Central Railway Indira Market, Jabalpur at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.
3. The Bidder(s) shall quote its / their rates as a percentage above or below the Schedule of Rates of West Central Railway as applicable to Railway Board/Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
4. Application Form containing erasures and / or alterations of Application Form are liable to be rejected. Any correction made by bidder(s) in its/their entries must be attested.
5. The works are required to be commenced within a period of 15 days from the date of issue of acceptance letter.
6. **Earnest Money:**
 - (a) The Application Form for bid must be accompanied by a sum **₹ 3,05,760/- (Rs. Three Lakh Five Thousand Seven Hundred Sixty Only)** as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.
 - (b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold /issued to the bidder(s) and the bidder(s), is /are permitted to bid in consideration of the stipulation on its /their part that after submitting its /their bid subject to the period being extended further, if required by mutual agreement from time to time, it will not revile from its offer or modify the terms and conditions thereof in a manner not acceptable to the CPRO. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.


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Signature of Tenderer



- (c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.
- (d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of its/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the bidder(s) deliberately gives / give wrong information in her / their tender or creates/ create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage.

9. If the bidder(s) expire(s) after the submission of its / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. For Manual Bidding:

Application Bid must be enclosed in a sealed cover, superscripted "Application Form No." and must be sent by registered post to the address of Chief Public Relations Officer, West Central Railway, Indira Market, Jabalpur so as to reach her/their office not later than 12.30 Hours on the 03/11/2025 or deposited in the special box allotted for the purpose in the office of Chief Public Relations Officer, West Central Railway, Indira Market, Jabalpur. This Special box will be sealed at 12.30 hours on 03/11/2025. The Bid will be opened at 12.35 hours on the same day. The Bid papers will not be sold after 12.00 hours on 03/11/2025.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. Execution of Contract Documents: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).


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14. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, it should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

15.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

15.2 The bidder shall clearly specify whether the bidders submitted on his own proprietorship firm or on behalf of a partnership company, JV, Society, LLP, Startup etc, give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The bidder shall submit the attested copy of the firm registration, PAN, IT proof etc/ notarized copy of the affidavit.

(b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 of GCC.

(d) Company registered under Companies Act-1956 and 2013: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company, a copy of certificate of incorporation duly attested by the competent official of the company.


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- (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

15.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/ Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

15.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

15.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

16. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before its retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

(b) Should a bidder or Agency being an individual on the list of approved agencies, have a relative(s) or in the case of partnership firm or company of agency one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

Signature of Bidder(s)

(Signature)
(Designation)

Date_____

West Central Railway, Jabalpur


Signature of CPRO

Signature of Tenderer



1.0 General:

West Central Railway intends to select an agency through the process of open bidding. The agency shall work within the existing framework of rules and regulation of Railways for professional analysis & feedback of content across various media which will also include perception analysis of the news, ongoing issues (if any), generating insights, gauging frequency of news items.

The agency will lend professional expertise to the already functional Public Relations Department of the railways for:

- Communication of various initiatives of Indian Railways
- Proactive perception analysis using analytical tools to improve operations and services for passengers
- Customer/ecosystem Feedback - For improvement in the system by analyzing the feedback received from customers through various platforms
- Grievance Redressal - For grievances received through social media platforms and helping in redressal thereof

1.1 General Conditions of Contract for Services: Except where specifically stated otherwise in the Tender Documents, this tender/contract shall be governed by the “**General Conditions of Contract for Services – Indian Railways**” with latest amendments as available on Indian Railways website : www.indianrailways.gov.in

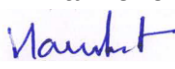
1.2 Eligibility of bidders and bid evaluation : Eligibility of bidders and bid evaluation shall be done as stipulated in para **6.0**

1.3 This tender is on “**TWO PACKET**” system.

1.4 Reference clause 2.6.2.1.3 under Evaluation of Technical Bid of General Conditions of Contract for services, the bidder shall submit **an affidavit** as given in Annexure-G on a stamp paper (*To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-) to the effect that all documents submitted agency along with its bid are true. This shall be mandatory in all bids. **The bid shall summarily reject if the bidder fails to submit this undertaking along with the bid. (Authority Railway Board’s letter no. 2017/Trans/01/Policy dated 08.02.2018)**

1.5 Performance Guarantee: The successful bidder shall have to submit a Performance Guarantee (PG) in favour of PFA/West Central Railway, Jabalpur as per General Conditions of Contract for Services issued by Ministry of Railways, Government of India with latest amendments as available on Indian Railways website : www.indianrailways.gov.in.

1.5.1 Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four


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separate parts of 2.5 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

1.5.2 The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

1.5.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

1.5.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

1.5.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value –

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;


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- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defense Certificates;
- (i) Ten years Defense Deposits;
- (j) National Defense Bonds and
- (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of PFA, West Central Railway, Jabalpur (free from any encumbrance) may be accepted.

Note :- The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- 1.5.6** The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- 1.5.7** The Performance Guarantees (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty maintenance clause then 25% of the Performance Guarantee would be retained till the warranty/maintenance period is over and a certificate to that effect is issued by the Manager.
- 1.5.8** Whenever the contract is rescinded, the Performance Guarantees shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.
- 1.5.9** The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of –
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as


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Agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

- (b) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

2.0 Scope of Work

2.1 Social Media

2.1.0 The Agency will be responsible for handling, managing and maintaining official Social Media handles of West Central Railway. If required initiation and creating of new Social Media handles is to be taken up. Indicative list of Social Media Platforms to be serviced (but not limited to) with is listed below:-

- Facebook
- X (erstwhile Twitter)
- Instagram
- Quora
- YouTube
- LinkedIn
- Medium

In addition to above West Central Railway may assign more Social Media Handles to be maintained which will be serviced as part of Scope of Work. It is expected to grow the count of verified accounts followers by 10% every month while efforts to be made to maximise the outreach with quality content. It is also expected to achieve a sustainable & organic growth in followership for each of the assigned social media handles. The growth of the followers should have proper mix of widespread audience.

Post frequency: the must maintain regularity in daily post frequency across platforms for each of the assigned social media handle. It is expected of the agency to diligently source and post new/authentic information daily. In case of events, announcements, visits/meetings etc. post frequency will be increased in consultation with West Central Railway authorities and agency will respond to the incremental requirement indicative post frequency.

Post on any topic should not be duplicated on all social media platforms. Each post must be customized to suit the audience and relevance of each platform.

SOCIAL MEDIA MANAGEMENT: Post creation, posting, extensive outreaches efforts to spread information about government's schemes, initiative, policies, achievement and daily messaging. It will include, but not limited to:

- Daily content creation and posting for each of the assigned social media handle. The content guidelines will be shared with the agency. However,


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agency must be well equipped to create social media worthy content for the state government.

- The agency will need to do daily coordination with Division/Deptt of West Central Railways' various sources for content generation and its authenticity.
- All posts must be in accordance with the vision/objective and aligned with the ongoing activities of the respective offices.
- Repackaging of content (videos, animations, photographs, gif, text & other formats) to drive user engagement.
- Giving periodic new look & feel to social media handles in form of artwork, creative, themes, etc. (basis the approval of respective offices).
- Creation of new social media accounts (as directed by CPRO/PRO/Divisions of West Central Railway) and its maintenance.
- Tap the relevant search audience to bring them on social media to gain followership and engagement.
- Search engine optimization for various digital assets of the West Central Railway.
- Improving ranking of various digital assets of the West Central Railway in various search engines.
- Staying topical, up-to-date and relevant with ongoing initiatives of respective offices.
- Neutralize negative stories and propagate positive narrative of the West Central Railway.
- Fact checks on social media posts a neutralize false information.
- The primary language of social media content will be Hindi & English, content will be prepared as per directions given by Public Relations West Central Railway and needs to be translated in regional languages.

ONLINE REPUTATION MANAGEMENT & SOCIAL LISTENING: Online reputation management of the West Central Railway and other assigned handles, in the digital & social media space. (The agency will use the effective tool for social listening, for real-time listening and monitoring. This will include, but not limited to:

- Comprehensive social media monitoring about the assigned handles/brands, through an industry approved in-house available software (like melt water, Hootsuite, etc.), and report the findings to the West Central Railway.
- Trend monitoring: spot and flag emerging trends.
- Brand monitoring: monitor conversations on the brand and provide insights on incoming queries, reach, and campaign.
- Moderation of all social media platforms to address spam, unauthorized ads, inappropriate content, etc
- Filtering of comments, providing responses to official social media profiles (upon approval), and creation of relevant tagging & linkages.

Grievance and feedback received by public to be analyzed filtered and shared with PR Office West Central Railway on fortnightly basis.


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INNOVATIVE CAMPAIGNS: the agency is required to conceptualize periodic innovative campaigns (In Consultation with the PR West Central Railway) to propagate the vision/efforts/initiatives/achievement of the West Central Railway, to develop 'Brand Railways' on social media.

CRISIS COMMUNICATION: In the event of unforeseen occurrences, which may have potential of creating negative perception about the government, the agency will have to take proactive steps to assist in diffusing the negative communications through social media communications, as deemed fit.

CONTENT PUSH/VIRAL: The agency will be responsible to make the content viral on the internet and media sites. This will make the schemes, policies of Railways to reach on various social media platforms to the last mile in real time basis. The agency should have capability to multiply the reach of content and promote content and make it viral the most.

SECURING AGAINST HACK/DIGITAL ATTACKS: The agency will be responsible for securing all assigned social media handle against any form of hack or digital attack. It will include, but not limited to, watching for phishing, scams, reviewing tags, protecting the devices being used, relevant authenticating where required, access to accounts, being wary of wireless connections/network, and any other means to ensure Safety and security.

Performance metrics will be a comprehensive growth of each of the assigned social media handle, which will include but not limited to, followership, engagement, reach, content strategy, textual/visual creative digital best practices, data mining and translating Information in social media aligned copy, etc. It is also expected to grow the engagement rate by 1-5% every month, in comparison to the previous month. New and innovative ways like podcasts, audio/video-based tools, etc. To disseminate content and engage users will be looked performance assessment.

2.1.1. Content/concept outline will be provided by CPRO/PHoDs/DRMs of West Central Railway based on which agency would be responsible for creating crisp text, creative, images, GIFs, infographics, animations, graphic plates etc. (details mentioned in **Annexure-A**) in accordance with social media platform guidelines.

2.1.3. The agency will aggregate the grievances received through various social media forums and keep on sharing the same with the nominated official responsible for grievance redressal at West Central Railway's Divisional or Zonal Headquarters.

2.2 Media Coverage Analysis

2.2.1 The agency is required to analyze all three forms of media i.e.

- Print Medium (Newspapers and magazines)
- Online Medium (News websites/Digital Dotcoms)
- Broadcast Medium (FM Channels/TV Channels)


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2.2.2 Analysis is to be done for all news articles/programmes regarding Indian Railways, its people and its schemes that appear in important news sources available in the cities in the jurisdiction of the West Central Railways. List of number of Publications and TV channels which are to be analyzed will be given to the agency by CPRO/West Central Railway or the DRM's Public Relations Cell.

2.2.3 For analyzing news, the agency is required to deploy a dedicated and qualified team of analysts, working at the back end offices, to read and qualify the news to aid the CPRO in:

- Perception analysis of each of the news coverage in West Central Railways name
- Preparation of Daily News Clipping Pad having news items published in leading national dailies duly pasted in defined manner as advised by CPRO Office, West Central Railway. The same shall be delivered at CPRO Office by 10:30 a.m. on all week days except Sunday. Sunday's News Clipping pad may be made available on Monday.
- Identifying issues/ themes that are being associated with West Central Railways and its Divisions
- Assessing the frequency with which the issues are seen in news.
- Identifying the influencers who are active in media in zonal railways.

2.3 Media Assistance

Assistance will be provided to CPRO/DRMs in the following:

- Gathering information and dissemination of the same to media houses
- Creating responses in effective & timely manner
- Briefing Railway personnel on various important matters
- Creating/preparing background material/speeches relevant to the forthcoming event/announcement focusing on the need and impact

2.4 Resource Deployment

For undertaking the work of West Central Railway, Number of personnel to be deployed at the West Central Railways headquarters (CPRO Office) & its Divisional headquarters are given below: (Profiles of the personnel and tentative team setup are given at **Annexure-B.**)

2.4.1 **Zonal Headquarter Team** to work with CPROs, Divisional HQ to work with DRMs Public Relations Cells.

Sr. No.	Position of the Personnel	No of Personnel
1.	Project Lead	01
2.	Project Manager	01
3.	Social Media Managers	01
4.	Content Analysts	01


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5.	Content Analysts at each of the five Divisions i.e. Jabalpur, Bhopal & Kota	03
6.	Response Management Executive	02
7.	Content Writers	02
8.	Graphic Designers	02
9.	Video Editors	02
	Total Resource Deployment	15

Note:

1. The deployed manpower will work under the supervision/guidance of the CPRO and DRM's PR Cell's Officer Incharge.
2. In some cases, on need basis, engaged team shall be directed to be present at any other location(s) where ceremonial function(s) are planned/takes place by West Central Railway.
3. The engaged team of the Agency will be responsible for live streaming of events on YouTube, Facebook and Twitter or any other platforms as per requirement and also for production of various contents as shown in Annexure-A.
4. All the 15 staff are required to sit in CPRO Office and Divisional Offices as indicated above (must be available round the clock as per requirement) and attendance of them should be through Bio-Metric provided by the Agency only.
5. Monthly salary slip of all the employees along with UTR number of payment made to the employees to be provided along with the bill every month.
6. Analysis team should be deployed at the backend and this team is excluding the numbers as mentioned at 4 above.

2.5 Archival Support

2.5.1 Social Media content (as described at Annexure-A.)

- The team will mark all digital content (text, photo, video or otherwise) as copyright, wherever applicable and monitor
- The team would be responsible for storage of content and data by means of online/offline archival support
- The archived content should be made available to the railways and its Divisions/Production Units.
- The archived content would be stored for 12 months on a rolling basis

2.5.2 Media Assistance content

- The team would be responsible for storage of content and data (*Information gathered, briefs produced, Responses made etc.*) by means of online/offline archival support
- The archived content should be made available to the West Central Railways and its Divisions/ Production Units.


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2.5.3 Media coverage analysis

- The agency is required to maintain a digital store in the form of an online portal which provides access to all news and TV programmes monitored on the West Central Railway.
- The portal must be password protected
- The portal must offer news and TV coverage for 12 months on a rolling basis
- Content archived should be easy to retrieve on predefined keywords

2.6 Reports

2.6.1 Social Media Reports

- **Social Media reports**
 - **On Weekly basis:** This will indicate the performance on each active Social Media platform. The report will include change in follower base, user response to the content posted, etc.
 - **On Quarterly basis:** This will be a comprehensive performance dashboard indicating the change in follower base, content engagement, achievements etc.
- **Response Management reports**
 - **On Daily basis:** This will indicate the number of queries received and answered (platform wise and resource wise) for the previous day and the average response time of the team with supporting screenshots. To be submitted by 12 pm of the next day
 - **On Monthly basis:** This will be a compiled report on the total queries received & answered and team resource wise performance in terms of no. of queries handled, response time etc. To be a part of the monthly presentation

2.6.2 Media Assistance Reports

- A weekly report mentioning number of briefs produced
- A report of the produced briefs which have been published in the newspapers with the list of newspapers and snippets of the same to be provided on time to time basis
- The report should be delivered as a PDF document and Hard Copy whenever demanded.

2.6.3 Media Coverage Reports

- **Email alerts: DAILY**
 - Relevant news coverage from all sources (print, online and broadcast) to be sent in an email to the CPRO and other identified officials
 - For print sources, for every news article, the email should contain the name of the news source, its edition, date of coverage, the headline and link to the actual scan of the news article


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- For online sources, for every news article, the email should contain the name of the news source, date of coverage, the headline and link to the actual news article on the world wide web
- For TV, the email should contain the name of the TV channel, Time of airing, date of airing, program name, and link to view the TV clip
- The email format should be smartphone friendly
- The email alerts should be sent on all days of the week

2.7 Dashboard: 24/7

- West Central Railways should have an independent dashboard available for the news in the West Central Railway Zone
- All news articles and TV clips monitored should be available online in the form of an online dashboard
- The dashboard should be password protected
- The dashboard should offer an integrated view of the news articles from Print and Online Sources
- The dashboard should also allow the user to look at news coverage from a specific city chosen by the user
- The dashboard should be optimized for viewing on smartphone, tablets, laptops and desktops
- The dashboard should further have following optimization features for ease of reporting:
 - Slicing/ dicing of data to generate insights
 - Viewing and sharing of news from within dashboard
 - Sorting/ Filtering basis specific selections/ qualifications/ tags as desired by the user

2.8 Access to a Mobile application with real-time notification system: 24/7

- All news monitored should be available on a mobile application. It should cover articles from print, online as well as TV
- The mobile application should be available for both Android and iOS platforms
- The mobile application should also enable and display the insights dashboard
- The mobile application should enable PUSH notifications for important and prominent news coverage
- The mobile application should allow the user the option to switch on or switch off the PUSH notifications from within the mobile application, as and when desired

2.9 Electronic Dossiers: QUARTERLY

- Every quarter, the agency is required to provide all news articles and TV programmes monitored during the quarter in a hard drive
- The hard drive for last quarter should be delivered in the first week of the first month of every quarter

2.10 Media Analysis Report: MONTHLY

- A report analysing the media coverage should be provided every month
- The analysis report (for previous month) should be delivered by the 14th every month


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- The report should be delivered as a PDF document
- Analysis should cover quantitative parameters and qualitative parameters (perception, issues/ themes)

2.11 News Clippings Position Pad : DAILY

- A News Clipping Pad containing News Clippings of leading national dailies is required to be prepared and made available at CPRO Office by 10.30 hrs. every day during all working days including Saturday.
- News Clipping Pad of Sunday(s) and Holidays may be submitted on following Monday or the next working day.

3.0 Infrastructure Requirement

- Railways/Divisions/Production Units will provide the agency with space, furniture & electricity free of cost, for its operations. However, the agency shall arrange for its resources - their own latest generation laptops/computers/software/Camera/Mobiles/cables/chargers etc. or any other equipment required for live streaming and software required for social media feedback gleaning etc.
- The agency shall arrange to provide backup 4G/5G Wi-Fi internet connections & laptops to be utilized by resources deployed and for live webcast/streaming.

4.0 Duration of Contract

The duration of the contract will be for a period of two years, on monthly retainer basis, from the date of issue of the letter of award. 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 borne by the successful bidding agency. West Central Railway shall conduct the periodic Appraisal of the services offered by the Agency engaged. The under performer deployed manpower

5.0 Right to Accept Proposal

Railways reserves the right to accept or reject any proposal and to annul 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 parties or any obligation to inform the affected parties of the grounds for such decision. CPRO office West Central Railway, Indira Market, Jabalpur reserves the right to seek performance report from other clients of the Agency.

6.0 Selection Procedure

Offers to provide these services are invited from agencies having experience of providing such services. No addition, alteration or modification to the documents once submitted shall be permitted. However, West Central Railway may at its discretion seek clarifications from the parties concerned, if any. An evaluation committee formed


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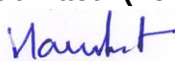
for evaluation of scrutinized documents and Technical & Financial Criteria mentioned in the process for selection of agency given below:

• **Eligibility criteria:**

- The agency shall be of sound financial status with a cumulative turnover of Rs. 15 Crore or more in the last three financial years.
- The agency must have carried out (completed/ongoing) at least 3 eligible projects for Government of India (Central/ State/ PSU) during the last 3 financial years.

List of relevant attested documents (all mandatory) to be submitted is as under:

1. Cumulative Turnover for the last three financial years (2022-23, 2023-24 & 2024-25) showing aggregate total in terms of Rs.____ **(To be attached and named as Annexure-1)**
2. Number of Eligible Projects completed/ongoing during the last three financial years (2022-23, 2023-24 & 2024-25) depicting aggregate total **(To be attached as Annexure-2)**
3. Number of eligible projects completed/ongoing for Government of India (Central/States/PSU) during the last 3 financial years (2022-23, 2023-24 & 2024-25) **(To be attached as Annexure-3)**
4. Number of full time technical staff employed with the agency **(To be attached as Annexure-4)**
5. Value of at least one eligible project completed/ongoing for Indian Government (Central/State/PSU) in terms of Rs.____ **(To be attached as Annexure-5)**
6. Attach Certificates showing years of experience of manpower of the agency:-
 - a) One project Lead and One Project Manager **(To be attached as Annexure-6)**
 - b) Four Content Analysts (One at CPRO Office & remaining three at Divisional Offices i.e. Jabalpur, Bhopal & Kota) **(To be attached as Annexure-7)**
 - c) One Social Media Manager and Two Response Management Executive **(To be attached as Annexure-8)**
 - d) Two Content Writers **(To be attached as Annexure-9)**
 - e) Two Graphic Designers & Two Video Editors **(To be attached as Annexure-10)**
7. Details of offices located in cities with address, phones – both fixed and mobile, fax no's and e-mail ID etc. **(To be attached as Annexure-11)**
8. List of important clients including Railways/other Government Ministry/ department/PSUs/Multilaterals institution etc. since last 3 years for which eligible projects were carried out by the agency. Attested copies of various Work orders to be submitted. **(To be attached as Annexure-12)**


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9. Annual turnover duly certified by the Chartered Accountant of the agency with proper seal, signatures and UDIN Number along with financial details like certified copies of Audited Balance Sheets of preceding 3 years (2022-23, 2023-24 & 2024-25) **{To be attached as Annexure-13}**
10. Copies of Income Tax Returns filed for the last 3 years (2022-23, 2023-24 & 2024-25) **(To be attached as Annexure-14)**
11. GST Registration Certificate. **(To be attached as Annexure-15)**
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, Social Media Manager, Content Analysts, Project Manager, Response Management Executives, Content Writers, Graphic Designers and Video Editors**) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc. **[As Annexure-16(i) to 16(viii)]**
13. All the copies of mandatory documents must be certified by the agency's Chartered Accountant, with proper seal and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by Railways.
14. If information in any of the document submitted is found incorrect then application would be summarily rejected.

Note : All the documents submitted should have been properly numbered and indexed as suggested above. The grand total of amounts should invariably be done. Wherever necessary the values mentioned in figures (Rs.) should also be mentioned in words. Values without indicating grand totals will not be taken into account.

- 6.1 **Preliminary Scrutiny:** Preliminary scrutiny of the applications will be done to ensure fulfillment of eligibility criteria by agency, to determine that the application is complete, documents have been properly signed, that there are no computational errors and that required documents are in order (Applications not conforming to these preliminary requirements will not be considered.)
- 6.2 **Selection Method:** Selection will be QCBS (70:30) based where bidder will also be evaluated based on a technical presentation. The bidder will have to submit a financial bid, in the format given at Annexure-C, in a separate sealed cover, for the work as defined in the scope of work. 70% weightage will be given to Technical Evaluation and 30% weightage to Financial Bid.
- 6.3 **Bifurcated costs of each and every individual services/works including all costs pertaining to personnel and logistics for execution of the complete work as per the Scope of Work, Activities, Terms & Conditions, Deliverables and Compliances etc. should also be pronged and specified as Annexure-C(i). The**


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aggregate grand total rate quoted should be mentioned in the format given at Annexure-C.

6.4 Important: The non-delivery/non-compliance of any specific service/work in a particular month shall attract penalties which shall be imposed and deducted by the Bill Verification/Authorization Committee from the Agency's monthly bills preferred to this office. Non submission of the Break-up of the costs {in a separate Annexure marked as Annexure-C(i)} as well as the Lump Sum Price in the given format at Annexure-C, shall be treated as incomplete application and will be summarily rejected.

6.5 Technical Evaluation: The bidders would be shortlisted based on the technical evaluation given below:-

S. No.	Parameter	Max. Score	Mention/ Specify the Value here
1	Cumulative Turnover for the last three financial years	10	
	>=15 crores and <20 crores		
	>=20 crores and <30 crores		
	>=30 crores		
2	Number of eligible projects completed/ongoing during the last 3 financial years	10	
	>6 and <=9 projects		
	>9 and <=12 projects		
	>12 and <=15 projects		
3	Number of eligible projects completed/ongoing for Government of India (Central/State/PSU) during the last 3 financial years	5	
	3 projects		
	4 projects		
	5 projects		
4	Number of full time technical staff employed with the agency	5	
	30		
	31 to 40		
	41 to 50		
	51 or more		


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5	Strategy Presentation for WEST CENTRAL Railways on Social Media Management and Media Analysis, on the nominated date, time and place which will be fixed and intimated by the committee during the empanelment process - SWOT Analysis of the West Central Railway current Social Media Presence - Action plan/strategy proposed for the West Central Railway to enhance its Social Media presence & leverage the same for business - Technology Platform for Automation/Integration/Social Media Listening/Online Response Management - Social Media Tracking Metrics/Analytics & its relevance & usage for the WEST CENTRAL RAILWAYS	30	
6	Strategic Thinking: Case study on Media and its Analysis wherein strategy direction/building is involved The agency will have to submit on the spot Media and its analysis strategy for the given case study within 4 hours on any date to be notified later during the empanelment process.	20	
7	Value of at least 1 eligible project completed/ongoing for Indian Government (Central/State/PSU)	10	
	>=50 lakhs and <1 crore		
	>=1 crore and <1.5 crores		
	>=1.5 crores and <2 crores		
	>=2 crores		
8	Experience of manpower of the agency		
a)	Project Lead and Project Manager (Years of experience)	2	
	>=6 years and < 7 years		
	>=7 years		
b)	Each Social Media Manager and Content Analysts (Years of experience)	2	
	>=4 years and < 5 years		
	>=5 years		
c)	Each Response Management Executive (Years of experience)	2	
	>=4 years and < 5 years		
	>=5 years		
d)	Each Content Writers (Years of experience)	2	
	>=4 years and < 5 years		
	>=5 years		
e)	Graphic Designer and Video Editor (Years of experience)	2	
	>=4 years and < 5 years		
	>=5 years		
Total		100	


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Note: Eligible project for this purpose means completed/ongoing works of managing social media handles or analyzing various forms of media (print, digital and online) for Government/Semi-Government/PSU/Autonomous body under any Ministry of Central/State Government or Private organizations.

In case, the project is on monthly retainer basis, the total value of the project will be calculated as - Work Order billing per month x Duration of project in months.

Bidders having technical score of 70 and above will be eligible for Financial Evaluation.

6.6 Evaluation of Financial Bid

The Financial proposal shall be evaluated to determine the lowest bidder.

In case, the evaluated financial offers of two or more technically qualified bidders are lowest and same, then the bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid) shall be considered as the lowest. If the marks in the evaluation of technical bid of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

- **Financial Evaluation:** The financial scores would be normalized on a scale of 100. The individual Bidder's financial scores (SF) are normalized as per the formula below:

$$SF = 100 * (Smin/Sb)$$

Where,

SF = Normalized financial score for the Bidder under consideration (rounded off to two decimal places)

Sb = Absolute financial quote for the Bidder under consideration

Smin = Minimum absolute financial quote

- **Combined and final evaluation:** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where,

S is the combined score

TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

7 Award of contract:

Railways will enter into an Agreement with the agency selected after the due process is completed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.


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8 Disqualification:

- 8.1 Canvassing or recommendations or putting pressure from any source to influence the process of selection of Social Media agency will lead to automatic disqualification and applications will be summarily rejected/will not be considered.
- 8.2 Railways may at its sole discretion and at any time during the evaluation of proposal, disqualify any agency if the agency has submitted the proposal documents after the response deadline; 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.
- 8.3 Railway may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.
- 8.4 Railway reserves right not to assign reasons for declining to consider any particular application or applications.
- 8.5 Incomplete and conditional applications will be summarily rejected.

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 D (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.

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:


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- 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 conciliation 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 excepted 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 120 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


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writing, after dispute having arisen between them, in the format given under **Annexure-E** of these conditions.

- d. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is 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 defense 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 from the Railways that the final bill is ready for payment, He/they Will be deemed to have waived his/their claim(s) and the Railway 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


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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 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 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 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 arbitrators. 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 either from the panel or from outside the panel, duly indicating the


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'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 one of them has served in the Accounts Department.

- c. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices 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 re-constituted 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 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/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per **Annexure-F** 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 views on all or any of the matters under dispute.


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- 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 a 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 Views 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 from 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-E** to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from 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 specifically 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 thereunder and relevant para of General Conditions of Contract (GCC) applicable to railways and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

10 Penalties :

The non-delivery/non-compliance of any specific service/work in a particular month shall attract penalties which shall be imposed and deducted by the Bill Verification/Authorization Committee from the Agency's monthly bills preferred to PR Office. The contracted agency shall invariably submit both the statements mentioned in Annexure-H duly filled in all respects along with its monthly bill.

Penalty may also be imposed in the following conditions:-

- 10.1 In case of any damage is caused by the contractor to any railway property, the cost of such damages will be recovered from the contractor bill.


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- 10.2 If any compensation/penalty is to be paid by the Railway in compliance of the order/judgment passed by the court, consumer forum or any other law enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor. The decision of the railway administration in this regard shall be final and binding on the contractor.
- 10.3 Besides specific penalty as above and mentioned in Statement A&B of Annexure-H, Contract Signing Authority/Tender Accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded complaint/s & in case any abnormalities found.
- 10.4 The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways. **In this regard decision of Accepting Authority will be final.**

Note : After commencement of work, for an initial period of two weeks no penalty on account of Quantity shortfall or minor quality issues shall be imposed on the contractor to stabilize the process.

11.0 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

11.1 Compliance to Regulations and Bye-Laws

The Agency shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.

11.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor in respect of the Works/services shall be in writing and no notice, communication, reference or Complaint not in writing shall be recognized.

12.0 Service of Notices on Agency

The Agency shall furnish to the Manager the name, designation and address of its authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Agency, if delivered to the Agency or her authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so


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delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Agency to the Manager.

13.0 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to as events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

14.0 Confidentiality

The parties shall keep confidential all confidential information and not, without the prior written consent of the other party, disclose the Confidential Information to any party save to the extent required by law

15.0 Illegal Gratification

15.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Agency or its partner, agent or servant or, anyone on its behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which may incur, subjected Agency to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Agency under this contract or any other contracts with the Railway.

15.2 The Agency shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as it shall consider fit & sufficient and its decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Agency will not be paid any compensation whatsoever except payments for the work services rendered upto the date of rescission.

16.0 Agency's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature, scope and location of the services, the type/character of


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equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

17.0 Commencement of Services

The Agency shall commence the services within **15** days (unless specified otherwise) after the receipt by it of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

18.0 Damage to Railway Property or Private Life and Property

The Agency shall be responsible for all risk involved in the services rendered and for trespass and shall make good at its own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Agency, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Agency; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Agency. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Agency, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Agency.

19.0 Provision of Access to Premises

During progress of services in any street or thoroughfare, the Agency shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the services and shall react and maintain at her own cost barriers, lights and other safeguards as prescribed by the Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents.

20.0 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.


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21.0 Data Protection

21.1 Where the Agency is processing Personal Data, as a Data Processor for the Indian Railways, the Agency shall:

- (a) Process the Personal Data only in accordance with instructions from Indian Railways (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Indian Railways;
- (b) Comply with all applicable laws;
- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- (d) Implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) Obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- (g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the Indian Railways
- (h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause
- (i) Ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Railways
- (j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Railways or in compliance with a legal obligation imposed upon the Railways; and

21.2 Notify the Indian Railways (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Indian Railways' obligations under the law;

21.3 The provision of this clause **21.0** shall apply during the Contract Period and indefinitely after its expiry.


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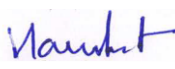
22.0 Legal Obligations

The Agency shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:-

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

Other Conditions

- The Agency shall undertake, during or after completion/termination of the contract, that it will not indulge itself in any work or project, which may hamper the image of Railways.
- The Agency will hand over all the concerned software/tools/credentials/source code or any such thing to the West Central Railway on completion/termination of the contract, after satisfaction of the CPRO.
- The Agency is obligated to indemnify West Central Railway from and against damages, liabilities, losses, costs, and expenses caused by the Agency's negligent performance of services. Also, a prompt corrective action shall be taken by the Agency for the resolution of the same.
- 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.
- **Provision of Efficient and Competent Staff at Sites by the Agency**
The Agency shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.


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Deployment of Qualified Resource persons by the Agency

(a) The Agency shall also employ qualified resource persons based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the Tender Inviting Authority.

(b) In case the Agency fails to employ the Resources, as aforesaid in the above paragraph and in Annexure-B, Agency shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document.

- **Skilled Qualified Expert Deployed Resource Persons :**

The whole of the services and/or supply of deliverables specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial resource persons with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the concerned Manager according to the instructions and directions which the Contractors may from time to time receive from the concerned Manager.


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Annexure-A

Social Media Deliverables

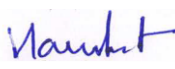
SN	Type of Work	Frequency	Remarks
1.	Regular creative content for Social Media platforms/websites	On a Monthly basis: At least 150 creatives in .jpeg form. Adaptations of the same for other digital/ non-digital formats including websites, etc. On a monthly basis: At least 12 GIFs	Images should be shot by the agency that would be required in the creative.
2.	Short Videos, Teaser, Animation	On a monthly basis: At least 5 video, each of up to 2 minutes duration voice over basis. At least 5 video teasers of duration up to 1 minute each. One Documentary film 5-10 minutes duration on monthly basis. One animation of 1 minute duration	The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter, etc. Video footage should be shoot by agency as per requirement.
3.	Voice over/Jingles	On a monthly basis: At least 2 voice over/jingles	Voice over should be done by professional artists.
4.	Live Event Coverage	As per requirement, agency has to provide video coverage of the Railway Events.	The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter, etc. A Professional Videographer should be engaged by the agency.
5.	Blog Content	On monthly basis: At least 4 article	Blog articles need to be 300 to 500 words with appropriate graphical content
6.	Dashboard	On Daily Basis 24X7	Zonal Railways should have an independent dashboard available for the news in the Zone • All news articles and TV clips monitored should be available online in the form of an online dashboard • The dashboard should be password protected • The dashboard should offer an integrated view of the news articles from Print and Online Sources • The dashboard should also allow the user to look at news coverage from a specific city chosen by the user • The dashboard should be optimized for viewing on smartphone, tablets, laptops and desktops • The dashboard should further have following optimization features for ease of reporting: ▪ Slicing/ dicing of data to generate insights ▪ Viewing and sharing of news from within dashboard

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			▪ Sorting/ Filtering basis specific selections/ qualifications/ tags as desired by the user
7.	Mobile Application	On Daily Basis 24X7	All news monitored should be available on a mobile application. It should cover articles from print, online as well as TV • The mobile application should be available for both Android and iOS platforms • The mobile application should also enable and display the insights dashboard • The mobile application should enable PUSH notifications for important and prominent news coverage • The mobile application should allow the user the option to switch on or switch off the PUSH notifications from within the mobile application, as and when desired
8.	Preparation of Daily News Clipping Pad	On Daily Basis	To be delivered before 10.30 hrs. daily except Sunday. The Sunday's News Clipping Pad required to be submitted on Monday or next working Day.


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Annexure-B

Resource Deployment: Profiles of the Personnel

SN	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 West Central Railway. This person will function as the campaign manager–cum-team leader
2.	Social Media Manager	Qualification: Any Graduate Required Experience: 3 years in Social Media Expected Role: This person shall focus on managing the overall hygiene, formulating strategies, coordinating with back-end team (design and content) and shall have ability to analyse social media platforms for the Railway Zone
3.	Content Analyst	Qualification: Any Graduate Required Experience: 1 year in the field of content management Expected Role: This person is expected to be proficient in spoken and written English/Hindi. He/She should effectively able to communicate, coordinate with teams deployed at division level & with internal teams of Railway Zones.
4.	Project Manager	Qualification: Post-Graduation in Mass Communication/PR/Journalism Required Experience: 5-8 years with at least 3 years in Social Media Management Expected Role: This person shall be the focal point of contact with Zonal Team. This person will function as the campaign manager–cum-team leader. The person shall have knowledge of Social Media Management, ORM, Social Analytics, etc.
5.	Response Management Executive	Qualification: Any Graduate Required Experience: 3-5 years with at least 2 years in Response Management on social media for consumer-centric brands Expected Role: The person will be the team leader for the ORM team and shall be responsible for day-to-day user query management, MIS reports and user conversations related analytics
6.	Graphic 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 years, as graphic designer for multiple mediums and at least 2 years for designing graphics for social media or digital audience Expected Role: The person will be required to create designs for social media


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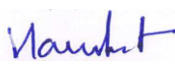
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7.	Content Writers	Qualification: Any Graduate Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.
8.	Video Editor	Qualification: Any Graduate with Diploma in Multi-media Required Experience: Must have experience of having worked on multiple platforms such as Adobe Premiere Pro, Final Cut Pro, Adobe After Effects, etc. The person should have an experience of 3 to 5 years, with at least 3 years as video editor for multiple mediums

Note: All concerned personnel shall be proficient in English, Hindi, Microsoft Office and IT Tools required for managing social media like publishing softwares, softwares meant for Creative Designs etc.

Working Timings: The Contractor shall have to carry out any required services round the clock as per direction of the CPRO/DRM/Representative of CPRO/DRM.


Signature of CPRO

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Annexure-C

Price Bid Format

(To be submitted in a Separate Sealed Cover inside the main sealed cover)

SN	Item Name	Proposed Quantity	Unit of Measurement	Base Price per unit exclusive of GST (in Rs.)	Total Price exclusive of GST (in Rs.) (in Figures)	Total Price exclusive of GST (in Rs.) (in Words)
	(1)	(2)	(3)	(4)	(5)=(2)x(4)	(6)
1	Annual Agency fees covering the complete scope of work	1	Lump Sum*			

*The applicant shall also submit the break-up of costs for all the items mentioned in Scope of work as Annexure-C(i). A total of the same shall be shown in the Lump Sum column indicated as above. Later, in case if the successful Agency fails to deliver any work mentioned in scope of work, penalty will be imposed on the basis of itemized break-up cost submitted by the tenderer please.

(The Annexure-C as above & C(i) containing break up of costs to be submitted in a Sealed Cover within the envelope containing Annexure-C)

Note:-

Price Basis

- The quoted rates of the bidder in Sl. No. 1 of Price bid table have to be all-inclusive (including all costs pertaining to personnel and logistics) for execution of the complete work as per the Scope of Work, activities, terms & conditions, and compliances, etc. Any other item as required for execution of Scope of work to be provided within the quoted price.
- The quoted rates are inclusive of all applicable taxes and levies, etc. except GST charges. GST would be paid extra at applicable rates. The successful bidder must be mandatorily registered under GST Act of the particular state.
- Prices given are for a year and will remain firm till the execution of the contract for 2 years.


Signature of CPRO

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Annexure-D(i)

Registered Acknowledgement Due

PERFORMANCE NOTICE

_____ RAILWAY
(Without Prejudice)

To

M/s _____

Dear Madam/Sir

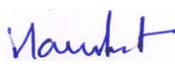
Contract Agreement No. _____

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,


Signature of CPRO

Signature of Tenderer



Annexure-D(ii)

Registered Acknowledgement Due

REVOCATION OF PERFORMANCE 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,


Signature of CPRO

Signature of Tenderer



Annexure-D(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 commence 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 the 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,


Signature of CPRO

Signature of Tenderer



Annexure-D(iv)

Registered Acknowledgement Due

TERMINATION NOTICE 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 days' 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 firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/ 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,


Signature of CPRO

Signature of Tenderer



Annexure-E

Agreement towards Waiver under Section 12(5) and Section 31A (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 construction and 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.

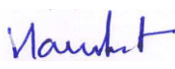
Signature of Claimant _____ Signature of Respondent _____

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.


Signature of CPRO

Signature of Tenderer



Annexure-F

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

1. Name:
2. Contact 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 interests 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 rise 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 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.
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 circumstances is as under:


Signature of CPRO

Signature of Tenderer



Annexure-G

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE
TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of tenderer)**

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s------(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of West Central Railway, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the tender documents from West Central Railway website www.wcr.indianrailways.gov.in . I/we have verified the content of the documents from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tender; execution of work or final payment of the contract, the master copy available with the Railway Administration has all be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials/submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/We(insert name of the tenderer)** _____ and all my/our constitutes understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER


Signature of CPRO

Signature of Tenderer



Annexure-H

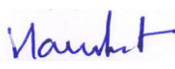
List of Deliverables Monitoring Indices to be linked with Release of Payment

(To be submitted by the Selected Agency after the Agreement/Contract is signed)

The selected Social Media Management and Media Analysis Agency shall furnish the following Statements (Statements A & B) along with the bill preferred by the Agency before the Payment Release Committee for scrutiny and arranging payments. If the Agency fails to perform the any of assigned task as per scope of work, the Agency's bill shall be deducted:-

Statement-A

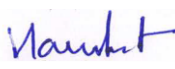
Sr. No.	Indices	Particulars	Frequency	Penalty (Amount to be deducted from the Bill)	Remarks, if any.
Detail of Resource Deployed along with their payment details disbursed electronically					
1	Name of Project Lead/ Head posted at CPRO office	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30 Illustration : Suppose Salary = Rs. 30,000 Days of Absence = 02 Then Penalty will be :- 30,000X2/30 = Rs. 2000/-	
2	Name of Social Media Manager posted at CPRO Office	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
3	Name of Content Analyst posted at CPRO office	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
4	Name of Content Analyst at Jabalpur Division	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	


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Signature of Tenderer



5	Name of Content Analyst at Bhopal Division	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
6	Name of Content Analyst at Kota Division	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
7	Name of Project Manager	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
8	Names of Response Management Executives	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
9	Names of Graphic Designer	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
10	Names of Content Writers	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
11	Names of Video Editors	Days of Work (Furnish the Days of Work here)	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	Monthly Salary Multiplied by No. of Days of Absence and Divided by 30	
Please furnish the Detail of Archival Support provided as under :-					
12	Whether the team has marked all digital content (text, photo, video etc.) as copyright wherever applicable?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
13	Storage of content and data by means of online/offline archival done?			1/12 of the amount mentioned by the agency in	


Signature of CPRO

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				Annexure-C(i) for this service	
14	Archival Support made available to the West Central Railway on demand?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
15	Is the content being stored on rolling basis?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
16	Media Assistant Content provided by means of online/offline archival support (Information gathered, briefs produced, Responses made (please mention the numbers in a month)			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
17	Media Coverage Analysis Whether the Agency has maintained a digital store in the form of online portal which provide access to all news and TV programmes monitored on Railways			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
18	Is the portal password protected and mention its uptime period			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
19	Is the Portal providing news and TV coverage on a rolling basis ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
Social Media Reports					
20	Is the Social Media report including follower base, user response to the content posted have been provided on Weekly basis, if yes please attach Copy			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	

Handwritten Signature
Signature of CPRO

Signature of Tenderer



21	Has a comprehensive quarterly performance dashboard indicating the change in follower base, content engagement, achievements etc prepared, plz attach copy			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
22	Response Management Report on Daily basis attached ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
23	Response Management Report on Monthly basis attached ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
24	Weekly Media Assistance Report mentioning number of briefs produced ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
25	A report of the produced briefs which have been published in newspapers with the list of newspapers and snippets of the same provided ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
26	Is the report produced is in pdf format ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	
27	Media Coverage Reports through Daily Email Alerts provided ?			1/12 of the amount mentioned by the agency in Annexure-C(i) for this service	

Signature and Seal of Authorized Signatory

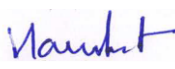

Signature of CPRO

Signature of Tenderer



Statement-B

S.No.	Type of Work	Frequency	Remarks	Penalty of Amount to be deducted
1.	Regular creative content for Social Media platforms/websites	On a Monthly basis: At least 150 creatives in .jpeg form. Adaptations of the same for other digital/ non-digital formats including websites, etc. On a monthly basis: At least 12 GIFs	Images should be shot by the agency that would be required in the creative.	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
2.	Short Videos, Teaser, Animation	On a monthly basis: At least 5 video, each of up to 2 minutes duration voice over basis. At least 5 video teasers of duration up to 1 minute each. One Documentary film 5-10 minutes duration on monthly basis. One animation of 1 minute duration	The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter, etc. Video footage should be shoot by agency as per requirement.	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
3.	Voice over/Jingles	On a monthly basis: At least 2 voice over/jingles	Voice over should be done by professional artists.	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
4.	Live Event Coverage	As per requirement, agency has to provide video coverage of the Railway Events.	The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter, etc. A Professional Videographer should be engaged by the agency.	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
5.	Blog Content	On monthly basis: At least 4 article	Blog articles need to be 300 to 500 words with appropriate graphical content	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
6.	Dashboard	On Daily Basis 24X7	Zonal Railways should have an independent dashboard available for the news in the Zone • All news articles and TV clips monitored should be available online in the form of an online dashboard • The dashboard should be password protected • The dashboard should offer an integrated view of the news articles from Print and Online Sources • The dashboard should also allow the user to look at news coverage from a specific city chosen by the user • The dashboard should be optimized for viewing on smartphone, tablets, laptops and desktops • The dashboard should further have following optimization features for ease of reporting:	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service


 Signature of CPRO

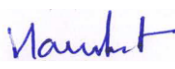
Signature of Tenderer



			▪ Slicing/ dicing of data to generate insights ▪ Viewing and sharing of news from within dashboard ▪ Sorting/ Filtering basis specific selections/ qualifications/ tags as desired by the user	
7.	Mobile Application	On Daily Basis 24X7	All news monitored should be available on a mobile application. It should cover articles from print, online as well as TV • The mobile application should be available for both Android and iOS platforms • The mobile application should also enable and display the insights dashboard • The mobile application should enable PUSH notifications for important and prominent news coverage • The mobile application should allow the user the option to switch on or switch off the PUSH notifications from within the mobile application, as and when desired	1/12 of the amount mentioned by the agency in Annexure-C(i) for this service
8.	Preparation of Daily News Clipping Pad	On Daily Basis	To be delivered before 10.30 hrs. daily except Sunday. The Sunday's News Clipping Pad required to be submitted on Monday or next working Day.	

Note : This is subject to minor modification on the basis of the Annexure-C(i) submitted by the applicant. Please attach the relevant statement/documents also.

Signature and Seal of Authorized Signatory


Signature of CPRO

Signature of Tenderer



COVERING LETTER TO BE SUBMITTED WITH THE OFFER

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

Sub: Application for Selection of Agency for Social Media Management and Media Analysis for West Central Railway with CPRO of the Zone

1. Name of the Agency -----
2. Full Address -----
3. Earnest Money/Cost of the Application Form, attached **Yes** **No**
4. Details of facilities/documents furnished along with application
a. Agency website **Yes** **No**
b. Income Tax Return for last 3 years attached **Yes** **No**
c. GST Registration no. Provided **Yes** **No**
d. List of Resource Persons to be deployed alongwith individuals experience, attached **Yes** **No**
5. Details of other additional infrastructure and manpower available at local office.
6. Experience of Agency
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 Railways **Yes** **No**
If yes, then whether the details of the Railway, period and value of campaigns furnished
7. List of all the documents defined in Para 6.0 of the Application Form duly numbered as suggested in Application Form, attached **Yes** **No**
8. Certified Turnover in Rs (Crore). in last 3 years, attached **Yes** **No**
9. Willing to service on holidays/ beyond office hours **Yes** **No**
10. Technical and Financial Bid Documents (Double Packet) **Yes** **No**
11. Annexure-C and C, (i) attached as advised in Application Form **Yes** **No**
12. The Grand Totals of all the Annexures having monetary Values have been done? (If not done, such documents will not be entertained.) **Yes** **No**
13. Any other information which the applicant feels necessary to bring to the notice of West Central Railway Administration.

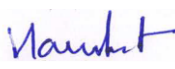
I/we have perused the attached Terms & Conditions for empanelment of Ad Agency with West Central Railway and hereby agree to all the Terms and conditions.

Signature:-----

Name of Signing authority (In Block letters)-----

Date:-----

Stamp of the Agency and Place: -----


Signature of CPRO

Signature of Tenderer