

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

No. 2017/Trans/01/Policy/PR

Dated: 06.06.2019

The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO/Lucknow, DG/NAIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, CAO/IROAF
MD/CRIS

Sub: Model Documents for Empanelment of Advertising Agencies and Selection of Agency for Social Media Services by Zonal Railways.


Ref: Railway Board's letter No. 2017/Trans/01/Policy/PR dated 04.06.2019.

With reference to the Railway Board's letter above, Board (FC & CRB), in consultation with the Public Relations Directorate have approved the following documents:

1. **Model Document for Empanelment of Advertising Agencies by Zonal Railways.** (Copy enclosed)
2. **Model Document for Selection of Agency for Social Media Services by Zonal Railways.** (Copy enclosed)

This issues with the concurrence of Associate Finance of Transformation Cell of Railway Board.


Kindly acknowledge the receipt and ensure compliance.


06.06.19
(Umesh Balonda)
Executive Director/S&T
Transformation Cell

NO. 2017/Trans/01/Policy/PR

Dated: 06.06.2019

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways


(Sanjeeb Kumar)
Executive Director Accounts
Transformation Cell

Copy: As per list attached.

Copy to:


1. The ADAI (Railways), New Delhi
2. The Director of Audit, All Indian Railways
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
14. Managing Director, CRIS, Chanakyapuri, New Delhi

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG(S&T), DG (RHS), DG (RPF), DG (Stores), DG(Pers)
3. All AMs, Principal Executive Director & Executive Directors of Railway Board


06.06.19
(Umesh Balonda)
**Executive Director/S&T
Transformation**

MODEL DOCUMENT FOR SELECTION OF AGENCY FOR SOCIAL MEDIA SERVICES

1.0 General:

Zonal Railways may select an agency through the process of open bidding. The agency will 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 analysing the feedback received from customers through various platforms
- Grievance Redressal - For grievances received through social media platforms and helping in their redressal thereof

2.0 Scope of Work

2.1 Social Media

2.1.0. The agency will formulate a result oriented comprehensive communication strategy for the following social media platforms:

- Facebook
- Twitter
- Instagram
- Quora
- YouTube
- LinkedIn
- Medium

Or any other platforms as decided from time to time at the time of calling RFP.

2.1.1. Content to be provided by CPRO of the railway based on which agency would be responsible for creating crisp text, creative, images, GIFs, infographics, animations, 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 the zonal level.

Sangeet Kaur

822
06.06.19

2.2 Media Coverage Analysis

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

- Print Medium (Newspapers and magazines)
- Online Medium (News websites)
- Broadcast Medium (TV Channels)

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 zonal railways. List of number of Publications and TV channels which are to be analysed will be given to the agency by CPRO.

2.2.3 For analysing 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 Zonal Railways name
- Identifying issues/ themes that are being associated with zonal 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 on the forthcoming event/ announcement focusing on the need and impact

2.4 Resource Deployment

Number of personnel to be deployed at the zonal railways headquarters & 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

- Project Lead = 01
- Social Media Manager = 01
- Content Analyst = 01

2.4.2 **Division Headquarter Team**

- Content Analyst: 01 at each Division Headquarter to work with DRM/PRO and also coordinate with Headquarter team

2.4.3 **Backend Team** at each Zone

- Project Manager = 01

Sanjeeb Kumar

852
06.06.19

- Response Management Executive = 02
- Graphic Designers = 02
- Content Writers = 02
- Video Editors = 02

Note: The resource deployment given above is indicative and can be altered as per local conditions with the approval of GM. **The deployed manpower will work under the supervision/ guidance of the CPRO.**

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 on demand
- 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 railways and its Divisions/ Production Units as and when required

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 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**

Sanjeev Kumar

882
06.06.19

- **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

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
 - 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, programme 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

- 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 optimised for viewing on smartphone, tablets, laptops and desktops
- The dashboard should further have following optimisation features for ease of reporting:
 - Slicing/ dicing of data to generate insights

Sanjeeb Kumar

822
06.06.19

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

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, etc.
- The agency shall arrange to provide backup 4G Wi-Fi internet connections & laptops to be utilized by resources deployed

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


 882
06.06.19

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 advertising agency.

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 reserves the right to seek performance report from other clients of the PR agency.

6.0 Selection Procedure

Offers to provide these services will be invited from agencies having experience of providing such services through open advertisement. No addition, alteration or modification to the documents once submitted shall be permitted. However, Railways may at their discretion seek clarifications from the parties concerned, if any. An evaluation committee comprising of CPRO and 01 SG/SAG officer having experience/interest in PR, to be nominated by the General Manager, shall be formed for evaluation of scrutinized documents and Technical & Financial Criteria mentioned in the process for selection of PR agency given below:

- **Eligibility criteria:**

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

- **List of documents to be submitted:**

- Details of offices located in cities with address, phones – both fixed and mobile, fax no's and e-mail ID etc.
- List of important clients including Railways/other Government Ministry/ department/PSUs/Multilaterals institution etc. since last 2 years for which eligible projects were carried out by the agency. Self attested copies of various Work orders to be submitted.
- Details of eligible projects completed/ongoing with duration and value (inRs.) during the last 3 financial years. Self attested copies of various Work orders to be submitted.
- Details of eligible projects completed/ongoing for Government of India (Central/State/PSU) with duration and value (inRs.) during the last 3 financial years. Self attested copies of various Work orders to be submitted.
- Annual turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of

Sanjeev Kumar

880
06.06.19

Audited Balance Sheets of preceding 3 years (Certification by Chartered Accountant/Auditor is mandatory).

- Copies of Income Tax Returns filed for the last 3 years and GST Registration Certificate.
- 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 leads, graphic designers, content writers, content analysts) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.
- All the copies of 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 Public Relations office.
- If information in any of the document submitted is found incorrect then application would be summarily rejected.
- **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.
- **Selection Method:** Selection will be QCBS (80:20 or 70:30, as decided by the Zonal Railways) 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**, for the work as defined in the scope of work. 80% or 70% weightage will be given to Technical Evaluation and 20% or 30% weightage to Financial Bid.
- **Technical Evaluation:** The bidders would be shortlisted based on the technical evaluation given below:

S. No.	Parameter	Score	Max. Score
1	Annual Turnover for the last financial year		10
	>=15 crores and <20 crores	8	
	>=20 crores and <30 crores	9	
	>=30 crores	10	
2	Number of eligible projects completed/ongoing during the last 3 financial years		10
	>6 and <=9 projects	7	
	>9 and <=12 projects	8	

Sanjeeb Kumar

822
06.06.19



	>12 and <=15 projects	9	
	More than 15 projects	10	
3	Number of eligible projects completed/ongoing for Government of India (Central/State/PSU) during the last 3 financial years		5
	3 projects	3.5	
	4 projects	4	
	5 projects	4.5	
	6 or more projects	5	
4	Number of full time technical staff employed with the agency		5
	30	2	
	31 to 40	3	
	41 to 50	4	
	51 or more	5	
5	Strategy Presentation for Zonal Railways on Social Media Management and Media Analysis, on the nominated date, time and place as fixed by the committee <ul style="list-style-type: none"> SWOT Analysis of the Zonal Railways current Social Media Presence Action plan/strategy proposed for the Zonal Railways 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 Zonal Railways 		30
6	Strategic Thinking: Case study on Media and its Analysis wherein strategy direction/building is involved <ul style="list-style-type: none"> The advertising 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

Sanjeeb Kumar

882
06.06.19

7	Value of at least 1 eligible project completed/ongoing for Indian Government (Central/State/PSU)		10
	>=50 lakhs and <1 crore	7	
	>=1 crore and <1.5 crores	8	
	>=1.5 crores and <2 crores	9	
	>=2 crores	10	
8	Experience of manpower of the agency		
a)	One Project Lead (Years of experience)		2
	>=6 years and < 7 years	1	
	>=7 years	2	
b)	One Social Media Lead (Years of experience)		2
	>=4 years and < 5 years	1	
	>=5 years	2	
c)	Two Content Analysts (Years of experience)		2
	>=4 years and < 5 years	1	
	>=5 years	2	
d)	Two Content Writers (Years of experience)		2
	>=4 years and < 5 years	1	
	>=5 years	2	
e)	Two Graphic designer (Years of experience)		2
	>=4 years and < 5 years	1	
	>=5 years	2	
Total			100

Note: Eligible project for this purpose means completed/ongoing works of managing social media handles or analysing 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.



06.06.19 Page 9/27

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.

- **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 0.80 or 0.70 and 0.20 or 0.30 respectively

Note: "The limiting values of item number 1 & 7 as given in the Table in Para 6 may be modified by zonal railways with the concurrence of associate finance and approval of the General Manager depending on the local conditions".

7.0 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.

8.0 Disqualification:

- 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.
- 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

Sanjeeb Kumar

822
06.06.19

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.

- Railway may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.
- Railway reserves right not to assign reasons for declining to consider any particular application or applications.
- Incomplete and conditional applications will be summarily rejected.

9.0 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:

- 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

Sangeet Kumar

852
06.06.19

- 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:

- 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.
- 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.
- The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, If they agree for such waiver in writing, after dispute having arisen between them, in the format given under **Annexure E** of these conditions.

Sanjeeb Kumar

822
06.06.19

- 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 alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- f. The Railway shall submit its defence statement and counter claim(s), if any, Within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- g. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- h. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- i. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation 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

Sanjeev Kumar 
06.06.19

or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee Within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal Within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that 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

Sanjeeb Kumar

882
06.06.19

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 '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.

Sanjeeb Kumar

880
06.06.19

- 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.
- 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.


Sanjeeb Kumar

880
05.06.19

- 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.

10.0 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 handover all the concerned software/tools/credentials/source code or any such thing to the **Zonal Railways name** on completion/termination of the contract, after satisfaction of the CPRO.
- The Agency is obligated to indemnify **Zonal Railways name** 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.
- Railways, at its sole discretion, may impose penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.

Sanjeeb Kumar 
06.06.19

Social Media Deliverables

SN	Type of Work	Frequency	Remarks
1.	Regular creative content for Social Media platforms/websites	On a Weekly basis: At least 5 creatives in .jpeg form. Adaptations of the same for other digital/non-digital formats including websites, etc. On a monthly basis: At least 2 GIFs	At least 75 such creatives per quarter shall be required. At least 6 such GIFs per quarter shall be required.
2.	Whiteboard Animation Videos	On a monthly basis: At least 1 video, each of up to 2 minutes duration	The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter, etc. At least 4 such videos, each of up to 2 minutes per quarter shall be required.
3.	Infographics	On a monthly basis: At least 3 infographics	These will need to be adapted for other mediums as well. At least 9 infographics per quarter shall be required.
4.	Blog Content	On monthly basis: At least 1 article	Blog articles need to be 300 to 500 words with appropriate graphical content

Note: The social media deliverables given above can be altered as per local conditions with the approval of GM.

Sanjeeb Kumar

880
06.06.19

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 RAILWAY ZONE. 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

Sanjeeb Kumar

880
06.06.19

6.	Graphic Designer	<p>Qualification: Any Graduate with Diploma in Multi-media</p> <p>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</p> <p>Expected Role: The person will be required to create designs for social media</p>
7.	Content Writers	<p>Qualification: Any Graduate</p> <p>Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.</p>
8.	Video Editor	<p>Qualification: Any Graduate with Diploma in Multi-media</p> <p>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</p>

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

Sanjeeb Kumar

Se
06.06.19

Price Bid Format

SN	Item Name	Proposed Quantity	Unit of Measurement	Base Price per unit exclusive of GST (inRs.)	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			

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 is for an year and will remain firm till the execution of the contract for 2 years.

Sanjeeb Kumar

850
06.06.19

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,

Sanjeeb Kumar

San
06.06.19

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,

Sarjeeb Kumar

S&P

06.06.19

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,

Sanjeet Kumar

820
06.06.19

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,

Sanjeeb Kumar

Sanjeeb Kumar
06.06.19

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.


Sanjeeb Kumar

SD
06.06.19

**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:

Sanjeeb Kumar


06.06.19

Model Document for Empanelment of Advertising Agencies by Zonal Railways

1.0 Terms and conditions of empanelment

1.1 General

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

1.2 Duration of Contract

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

1.3 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 Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision. CPRO Office reserves right to seek performance report from other clients of the advertising agency.

1.4 Application Procedure

Application on the prescribed form, downloaded from the Zonal Railways website, in a sealed envelope and addressed to **Chief Public Relations Officer**, Zonal Railways name and Address should be dropped in a sealed box kept in the CPRO office, up to **1100 hrs.** on **Date**. In case the date fixed is declared as holiday, the application should be submitted on the next working day up to 1100 hrs, without any further notice by Railway Administration. Application received after the stipulated date and time will not be considered. Applicants must also submit, along with the application form, a demand draft* of Rs. 5000/- (non-refundable) from scheduled banks, in favour of Financial Advisor & Chief Accounts Officer, Zonal Railways name payable at Zonal Railways HQ city name, towards the cost of application form.

* Zonal Railways may prescribe any other official approved mode of payment.

2.0 Eligibility criteria

2.1 The firm/company should have a fully functional office at Zonal Railways HQ city. If the firm/company is not having any office in the Zonal Railways HQ city, the firm/company

Sanjeev Kumar
06.06.19

will have to open a fully functional office in the Zonal Railways HQ city within 15 days from the date of empanelment failing which, their empanelment will be summarily cancelled.

- 2.2 The agency must have carried out communication campaigns for Government Ministry/Department/PSU and/or Multilateral institutions such as UNICEF, WHO, UNDP etc of a minimum value of Rs. 7.5 Crores (including release value and agency commission) in the last financial year.
- 2.3 The agency shall be of sound financial status with accumulative turnover of Rs. 15 Crore or more during the last 3 financial years.
- 2.4 The agency should be accredited with Indian Newspaper Society. Agency must have **full accreditation** by the Indian Newspaper Society, provisional or conditional accreditation shall not be accepted. **(Franchise is not permitted and application submitted by franchisee will not be entertained).**
- 2.5 The agency shall employ and provide professionally qualified and experienced personnel as may be required to perform the services under the specific works assigned by the railways and it is expected that the agency shall deploy personnel, who have adequate experience in the domain related with the work. The agency must have technically qualified and competent designers, content writers, High speed internet, proofreaders and in-house/contractual English & Hindi translators.

3.0 List of Documents to be submitted

Following documents shall be attached with the application:

- 3.1 Duly filled application form including complete address.
- 3.2 Details of offices located in cities with address, phones – both fixed and mobile, fax no's and e-mail ID etc.
- 3.3 If the firm/company is not having any office in the Zonal Railways HQ city, a Self declaration that the applicant will open a fully functional office in Zonal Railways HQ city within 15 days of the empanelment.
- 3.4 Details of ownership and organization structure of the agency. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/ Certificate of Incorporation (in case of company) etc. **(Franchise is not permitted and application submitted by franchisee will not be entertained.)**
- 3.5 INS accreditation certificates or self attested certificate regarding full accreditation status of agency with INS valid during empanelment period.
- 3.6 List of important clients including Railways/other Government Ministry/department/PSUs/Multilaterals institution etc. since last 2 years for which media campaigns were carried out by the agency.

Sangeet Kumar

880
06.06.19

- Details of media campaigns carried with duration and value (in Rs.).
 - Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year
 - Details, if any, of production of software such as video/radio spots/ serial etc.
 - Self attested copies of various Work orders to be submitted.
- 3.7 Annual turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets of preceding 3 years (Certification by Chartered Accountant/Auditor is mandatory).
- 3.8 Print Media Turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets for the last financial year.
- 3.9 Copies of Income Tax Returns filed for the last 3 years and GST Registration Certificate.
- 3.10 Details of infrastructure like computers, printers, photocopier and other electronic/sophisticated gadgets/software at local office along with the documentary evidence in support thereof.
- 3.11 List of original software available with the agency and copy of original bills and license thereof. In case of software companies which do not issue license, copies of original bills to be submitted.
- 3.12 Names and short CVs of principal officers of agency. The list of the technically qualified and competent professionals on rolls with the agency (especially project leads, Ad-designers, content writers, proofreaders and in-house/contractual English & Hindi translators) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.
- 3.13 Any two advertisements, published in last 1 year, of Campaigns handled in past by the agency.
- 3.14 In case of new office to be opened at Zonal Railways HQ city by the agency, above details to be given for the proposed hardware/software/manpower.

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

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

Sayab Kumar

SSL
06.06.19

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

4.0 Selection Procedure

4.1 No addition, alteration or modification to the documents once submitted shall be permitted. However, Railways may at their discretion seek clarifications from the parties concerned, if any. An evaluation committee comprising of CPRO and 01 SG/SAG officer having experience/interest in PR, to be nominated by the General Manager, shall be formed for evaluation of scrutinized documents and Technical & Financial Criteria mentioned below.

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

SN	Parameter	Score	Max. Score
1	Print Media Turnover for the last financial year		10
	>=5 crores and <10 crore	8	
	>=10 crores and <15 crores	9	
	>=15 crores	10	
2	Number of Display Ads Published for Government of India (Central/State/PSU) in the last Financial Year		5
	3 projects	3.5	
	4 projects	4.	
	5 projects	4.5	
	6 or more projects	5	
3	Two published advertisements Samples of any 2 Campaigns handled in past. It shall be adjudged on the basis of Impact, artistic appeal and punch line.		10
4	Gross Value of Display Ads published for Central Govt./State Govt./PSU in the last Financial Year		10
	Below 5Crores	6	
	>=5 Crores and <6 Crores	7	
	>=6 Crores and <7 Crores	8	
	>=7 Crores and <8 Crores	9	
	>= 8 Crores	10	
5	Experience of manpower in the agency's office/ proposed office at Zonal Railways HQ city(Profiles of the personnel are given at Annexure A)		
a	One Project Lead (Years of experience)		5
	One Project Lead (Years of experience)		
	>=5 years and <6 years	3	
	>=6 years and < 7 years	4	
	>=7 years	5	
	Two Content Writers (Years of experience)		

Sanjeeb Kumar

88
06.06.19

b	>=3 years and <4 years	3	5
	>=4 years and < 5 years	4	
	>=5 years	5	
c	Two creative Ad designer (Years of experience)		5
	>=3 years and <4 years		
	>=4 years and < 5 years	4	
	>=5 years	5	
6	The advertising agency will have to submit on the spot art pull (tender) for the given material within six hours on any date to be notified later during the empanelment process, one each in Hindi, and English languages. Material in English language must be type setted in 6 point font size whereas Hindi language material must be type setted in 8 point font size. This should demonstrate ability to bring in space economy without compromising legibility and clarity.		15
7	Advertising agencies shall be required to submit on the spot display work in Hindi and English on the given subject within 3 hours of notice on any date, as fixed by the committee, during the empanelment process. The display shall be adjudged on the basis of Impact, artistic appeal and punch line.		15
8	During the process of empanelment, all agencies applying for empanelment shall make a presentation about agencies profile, customer base, quality of work, past achievements, work procedure followed, office automation etc. on nominated date, time and place as fixed by the committee.		20
Total			100

* "The limiting values of item number 1 & 4 as given in the Table in Para 5.2 may be modified by zonal railways with the concurrence of associate finance and approval of the General Manager depending on the local conditions".

For the purpose of S.N.2 in above table, no marks will be awarded if the number of project is less than 3.

All eligible agencies shall be listed in descending order of marks obtained and a panel comprising of not less than 2 (two) and not more than 8 (eight) advertising agencies, from the top, will be formed out of this list.

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

In case of refusal to accept the lowest rates of various services, the agencies doing so shall not be considered for empanelment.

5.0 Award of contract

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

Page 5/23

Sanjeev Kumar

SD
08.06.19

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

6.0 Disqualification

- 6.1 Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of advertising agencies by railways will lead to disqualification and applications will be summarily rejected/will not be considered.
- 6.2 Railways may at its sole discretion and at any time during the evaluation of Proposal, disqualify any applicant, if the applicant has indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.
- 6.3 Railways may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.
- 6.4 Railways reserves right not to assign reasons for declining to consider any particular application or applications.
- 6.5 Railways also reserve the right to accept or reject any application or all applications. Incomplete and conditional applications will be summarily rejected.

7.0 Earnest Money and Security Deposit

- 7.1 Earnest money of Rs. One Lakh shall be deposited with FA&CAO of the railways either through Bank Draft drawn on Nationalized Bank or in cash and original money receipt should be attached with application. It shall be ensured that the Bank draft is made from agency's Account. The earnest money amount will be adjusted in the security deposit amount of Rs. Five Lakhs deposited by the agency. EMD of the unsuccessful agencies will be returned latest on or before the 30th day after the formation of panel.
- 7.2 The successfully empanelled advertising agency will have to submit security deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) within one week after the issue of the letter of empanelment for the due and satisfactory fulfilment of the terms and conditions. The security deposit will be refunded on satisfactory working/completion of the empanelment period. The security deposit should be submitted in the form of fixed deposit receipt of any Nationalized Bank in favour of FA&CAO (Financial Advisor & Chief Accounts Officer) of the railways.

Sanjeev Kumar

882
06.06.19

- 8.0 Process of Service Delivery:** The process specified below is only for the purpose of bringing in uniformity in the service delivery and is not binding. Zonal Railways may frame their own conditions as per local requirements.
- 8.1 For display advertisements, brief will be given to the agency at CPRO's office regarding content and size, based on which agency will be required to prepare a good quality artwork within the specified time. The copywriting, translation (if any), designing, typesetting, art work, preparation of block and matrix as well as art pulls required for release of advertisement, will be at agency's own cost. The agency is required to make available the photographs/materials required for the preparation of display advertisement. However, the agency will be assisted by the CPRO's office with the statistics and information. CPRO office reserves the right to select the design work as per the requirement.
- 8.2 For classified advertisements material collected from CPRO office, should be submitted back for approval on the same day after typesetting/designing. Release Orders (RO) will be issued after approval of the type set material/design. Advertising agency shall release the advertisement/tender notice only to the publication as indicated in the specific Release Order (RO) issued by Public Relations Office of the railways.
- 8.3 Advertising agency shall also ensure that advertisements appear in the specified newspapers on a nominated date in a conspicuous and impressive manner while occupying minimum space. The agency will ensure that the language of advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially mentioned on the Release Order. In case of late publication after stipulated period/date, it will be the discretion of the CPRO to impose penalty and / or disallow partial/total payment. Performance of agencies will be monitored on this account also.
- 8.4 Service/sales tax and other taxes on designing artwork and advertising will have to be borne by the agency and the same will not be borne by railways. Any change in the Government directives on service/sales tax will also be borne by the agency and not by the railways.
- 8.5 The advertising agency will be bound to obtain acknowledgement from the Newspapers at the time of delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers in time in case of dispute.
- 8.6 In case there is an error in publication of the advertisements as compared to advertisement's text approved by the office of CPRO, the advertising agency shall arrange to publish the corrigendum immediately at its own cost. No bills shall be raised or paid to the agency. CPRO may also impose a suitable penalty in such cases.
- 8.7 At the end of each month, agency will submit a summary of released advertisement and computerized bills in duplicate along with tear sheets of newspapers containing published

Sanjeev Kumar 880
06.06.19

advertisements and will be solely responsible for raising correct advertising bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills.

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

- 8.8 It is the responsibility of the agency to ensure that correct and readable advertisement is published. Bills for Incorrect or illegible advertisements published by the newspapers should not be accepted by the agency and should be sent back to newspaper citing reasons for not accepting the bill. Copy of letter should also be sent to the CPRO Office for information.
- 8.9 Advertising agency shall charge current DAVP approved rates until & unless it is specially/ otherwise stated by the CPRO office in the Release Orders. Incase any newspaper mentioned in the Release Orders does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP, advertising agency prior to publication of advertisement will obtain written approval from CPRO Office.
- 8.10 The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from the railways, so that in case of any complaint received from newspapers, it may be examined thoroughly by CPRO Office.
- 8.11 The CPRO Office, reserves right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.
- 8.12 After payment of original bills at DAVP rates, no supplementary bill will be accepted, and the advertising agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by the railways. If DAVP reduces/ lowers advertising rates of a publication and the advertising agency comes to know about lowered rates later on, after claiming the original bill which the advertising agency has happened to claim at higher rates, it will be the sole responsibility of the advertising agency to adjust the excess paid amount from future bills of the publication if possible, failing which it will be responsibility of the advertising agency to refund the excess payment, if any, on this account.
- 8.13 After publication of the advertisement, the agency will have to arrange payment of advertisement bills of the newspapers pertaining to publication of the advertisements regularly as per INS rules, failing which empanelment of advertising agency may be cancelled and security money forfeited.
- 8.14 The CPRO Office also reserves the rights to release any advertisement through any advertising agency on the panel.

Sanjeeb Kumar

882
06.06.19

- 8.15 The CPRO Office also reserves the right to use the logo, design, layout etc. prepared by any advertising agency for releasing advertisements directly for Railway or through any other advertising agency or any other source as deemed fit by the railways without advertising agency's consent, which has designed the advertisement.
- 8.16 The agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The advertising agency will be completely liable in all such cases, and no liability shall lie with the railways.
- 8.17 Whenever required, the agency shall have to accept and get an advertisement published at a very short notice in specified newspapers on a specified date as indicated by the railways.
- 8.18 The CPRO Office or its representative shall have all rights to inspect agency's premises and any record connected with the working related with Railways during office hours.
- 8.19 The CPRO Office reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
- 8.20 The CPRO office reserves the right to impose a suitable penalty for any defect in service delivery and also deduct any outstanding dues decreed by any court of law or otherwise from the Security Deposit or the running bill. for deduction of Railway's dues from empanelled agency's security amount on the following grounds.
- 8.21 The empanelled agencies shall top up or reimburse the security deposit to the extent of deduction as fine within 15 days failing which it will be considered and treated as breach of the agreement.
- 8.22 The advertising agency should supply the press Tear sheets in which the Tender Notice is published to concerned department directly or per bearer or by post.
- 8.23 Each empanelled agency, on their nominated day, shall collect and ensure immediate dispatch of Press releases either through e-mail or in person to all media offices. Apart from newspapers, these media may include TV channels, FM radio stations, All India Radio, News Agencies etc. No additional payment will be made for this to the agency.
- 8.24 All payments to the agency shall be made through EFT/ECS.
- 8.25 When desired, soft copy of any work will be provided by the agency to the PR office.
- 8.26 The agencies will be required to work on Saturdays on regular basis and may even be required to provide service on Sundays and other public holidays and if warranted, also beyond office hours in case of urgency.
- 8.27 Performance of the each empanelled agency will be monitored and will be kept on record for appropriate action in future.

Surjeet Kumar

822
06.06.19

- 8.28 Disputes, if any, in future shall be resolved and governed by the provision of general conditions of contract as applicable to the railways and jurisdiction shall lie at the city where the zonal headquarter is situated.
- 8.29 Railways, at its sole discretion, may impose penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.

9 Settlement of Disputes – Arbitration and Conciliation Rules

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

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

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

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

The conciliation proceedings shall be terminated:

- by the signing of the settlement agreement by the parties on the date of agreement; or
- by written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at 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

Sujeesh Kumar

820
06.06.19

referred to by the contractor in writing provided that matters for which provision has been made in any Clause (stated as expected matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

9.3 Demand for Arbitration:

- a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter In question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except In any of the "excepted matters" referred to in Clause 9.2 of these conditions, the contractor, after 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 writing, after dispute having arisen between them, in the format given under **Annexure C** 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 alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- f. The Railway shall submit its defence statement and counter claim(s), if any, Within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- g. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- h. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of

Sanjeev Kumar
880
06.06.19

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 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.

Sanjeeb Kumar

820

06.06.19

- 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 '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).


06.06.19

- 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 D** shall be taken from Arbitrators also. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- i. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- 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.

Sayeeb Kuma

882

06.06.19

Page 14/23

- 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 C** 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.

Se
06.06.19

Sanjeeb Kumar

10.0 Covering letter to be submitted with the offer

The Chief Public Relations Officer
Zonal Railways name

Sub: Application for empanelment of Advertising Agencies with CPRO of Zonal Railways
name

1. Name of the Agency -----
2. Full Address -----
3. Earnest money attached Yes No
4. Details of facilities/documents furnished along with application
 - a. Agency website Yes No
 - b. Income Tax Return for last 3 years attached Yes No
 - c. GST Registration no. Provided Yes No
 - d. List of creative ad designer, content writers, proof readers attached
Yes No
5. Details of other additional infrastructure and manpower available at local office.
6. Experience
 - a. List of Clients (period to be specified)
 - b. Experience with Central Govt./State Govt./PSU Yes No
If yes, then whether the details of name of the organization(s), period and value of campaigns
furnished
 - c. Experience with Railways Yes No
If yes, then whether the details of the Railway, period and value of campaigns furnished
7. Year and place of INS Accreditation (attach the certificate)
8. Certified Turnover in Rs (Crore). in last 3 years
9. Willing to service on holidays/ beyond office hours Yes No
10. Any other information which the applicant feels necessary to bring to the notice of Zonal Railways
name Administration

I/we have perused the attached Terms & Conditions for empanelment of Ad Agency with Zonal
Railways name and hereby agree to all the Terms and conditions.

Signature:-----

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

Date:-----

Stamp of the Agency

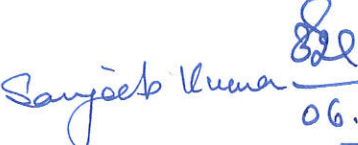
Place: -----

Sangeet Kumar

820
06.06.19

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 RAILWAY ZONE. This person will function as the campaign manager-cum-team leader
2.	Content Writers	Qualification: Any Graduate Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.
3.	Creative Ad Designer	Qualification: Any Graduate with Diploma in Multi-media Required Experience: Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in Design. The person should have an experience of 3 to 5 years with at least 3 years, as graphic designer for multiple mediums Expected Role: The person will be required to create Ad designs


06.06.19

____ RAILWAY
(Without Prejudice)

M/s _____

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.

Yours faithfully,

Sanjeev Kumar

82
06.06.19

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,

Sangeet Kumar SD
06.06.19

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,

Sanjeeb Kumar *SD*
06.06.19

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,

Sanjeev Kumar *SL*
06.06.19

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.

Sangeet Kumar

SD
06.06.19

**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:


06.06.19