

SOUTH WESTERN RAILWAY

OFFICE OF THE CHIEF PUBLIC RELATIONS OFFICER
Rail Soudha, East Block, 4th Floor. Gadag Road, Hubli – 580 020.
0836-2289615, FAX: 0836-2289615

Advertised Tender

No...Empanelment/PRB/1/SWR/2021-23

Due Date:...02.11.2021.....

Closing Time :15.30 hrs

Opening Time: 16.00 hrs

Cost of the Tender Documents: Rs...5900/-.....

Tenderer's Name and Address:

.....

.....

FOR Chief Public Relations Officer

SOUTH WESTERN RAILWAY

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Name of Work : Empanelment of Advertising Agencies for SWR for the year 2021-23

Name of the Tenderer :

I. SCOPE OF WORK

It is proposed to form a panel of advertising agencies for (A) Handling of Railway Advertisements including Display Campaigns in Print Media, PR work of South Western Railway.

- II. Approximate value : Rs. 2,00,00,000/- (Rupees Two Crore only)
- III. Security Deposit : Rs. 5,00,000/- (Rupees Five Lakh only)
- IV. Earnest Money Deposit : Rs. 1,00,000/- (Rupees One Lakh only)
- V. Validity of Offer : 120 days
- VI. Duration of Empanelment: For a period of **two** years.
- VII. Tender Form Cost : **Rs.5,900** /- (Rs.5000 +18% GST)
(Rupees Five Thousand nine Hundred only)
and is **Non-refundable**
- VIII. Last date for submission : **Upto 15.30 hrs. on 02.11.2021**
Of Tender Document

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These documents are part of tender documents applicable for all tenders uploaded on "www.swr.indianrailways.gov.in" and consist of the following:

Section I - Instructions to tenderers

Section II - General Conditions of Tenders

Section III - Annexure

Note :

1. **All tenderers are required to go through the tender documents carefully before submitting their offers.**
2. ***All the documents as attached with application must be signed, along with seal by Authorized signatory of Agency.***

SECTION- I

INSTRUCTIONS TO THE TENDERERS

1. General:

The Chief Public Relations Officer, South Western Railway, Rail Soudha, East Block, 4th Floor, Gadag Road, Hubballi (Karnataka) - 580020 on behalf of the President of India (hereinafter referred to as the Railways), duly authorized, invites Applications from Advertising Agencies for enrolment of South Western Railway's Panel for Campaign/Display/Tender Advertisements. Advertising Agencies interested in Railway Publicity and giving efficient dependable service will be considered.

- 1.1 Tenderers are advised to carefully read all the instructions, the general Conditions of Contract, before submitting the offer. By submission of offer with the signature on the tender form, it will be considered that the tenderer has read, understood and accepted all conditions of the tender documents including techno commercial offer form and corrigendum if any and those referred to therein and undertake to abide by the same.
- 1.2 All information in the tender Form must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and it's English translation, the English translation will prevail.
- 1.3 Tenderers must ensure that the conditions laid down for submission of tenders detailed in subsequent paras, are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated in the subsequent paras, are liable to be rejected.
- 1.4 The Chief Public Relations Officer or any other officer authorized on behalf of the President of India is not bound to accept the lowest or any tender or to assign any reason for doing so and reserves himself the right to cancel the tender, to reduce or divide the contract or to accept any tender in respect of the whole or any portion of the items specified in the tender schedule and the successful tenderer shall be required to supply the same at the rate quoted.

1.5 Local conditions:

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract. The Railways shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the Railways accepts the offer.

2.0 Downloading of Tender Documents and payment of Tender Documents Cost :

2.1 Tenderers can download tender documents from website "www.swr.indianrailways.gov.in" and make payment towards tender documents cost as brought under Para 3 below. The Railways will not be responsible for any delay/delays in downloading of tender documents from the website.

2.2 Corrigendum:

Railways reserves the right to issue any corrigendum to the tender document up-to five days prior to the due date of opening of the tender. It is the responsibility of the tenderer to check any correction or modifications published through corrigendum subsequently on the website and download the same and such corrigendum shall invariably be taken into account while submitting the offer. Tenderer can submit revised offer after considering the effect of corrigendum, in case he has already submitted any offer prior to publication of the corrigendum.

All applicant Agency must fulfill the under mentioned eligibility criteria.

3.0 ELIGIBILITY CRITERIA

- 3.1 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 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.
- 3.2 The agency must have carried out communication campaigns for Government Ministry/Department/PSU and or Multilateral institutions such as UNICF, WHO, UNDP etc., of a minimum value of Rs.7.5 Corers (including release value and agency commission) in the last financial year.
- 3.3 The agency shall be of sound financial status with accumulative turnover or Rs.15 Corers or more during the last 3 financial years.
- 3.4 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**).
- 3.5 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 and Kanada translators.

4.0 **List of Documents to be submitted.**

Following document shall be attached with the application:

- 4.1 Duly filled application form including complete address.
- 4.2 Details of offices located in cities with address, phones-both fixed and mobile, fax no's and e-mail ID etc.,
- 4.3 If the firm / company is not having any office in the Zonal Railway 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.
- 4.4 Details of ownership and organization structure of the agency, Copy of the Memorandum of Article of Association / partnership Deed/certificate of Incorporation (in case of company) etc., (**Franchise is not permitted and application submitted by franchisee will not be entertained**)
- 4.5 INS accreditation certificates or self- attested certificate regarding full accreditation status of agency with INS valid during empanelment period.
- 4.6 List of important clients including Railways/other Government Ministry/department/PSU's/Multilaterals institution etc., since last 2 years for which media campaigns were carried out by the agency.
 - . Details of media campaigns carried with duration and value (in Rs.)
 - . Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year.
 - . Details, if any , of production of software such as video/radio spots etc.,
 - . Self- attested copies of various work orders to be submitted.
- 4.7 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 in mandatory).
- 4.8 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.
- 4.9 Copies of Income Tax Returns filed for the last 3 years and GST registration certificate.
- 4.10 Details of infrastructure like computers, printers, photocopier and other electronic/sophisticated gadgets/software at local office along with the documentary evidence in support thereof.

- 4.11 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.
- 4.12 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.,
- 4.13 Any two advertisements, published in last 1 year, of Campaigns handled in past by the agency.
- 4.14 In case of new office to be opened at Zonal railway HQ city by the agency, above details to be given for the proposed hardware/software/manpower.

All copies of document 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.

Authorized person on behalf of the agency must affix seal and sign on each and every page of the application, terms and conditions and all document submitted is found incorrect then application would be treated as non-responsive and would be summarily rejected.

Note: In case of new office to be opened at Zonal Railway 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 empaneled.

All applicant agencies should submit their offer in under mentioned Pro-forma with relevant documents–

Application for Empanelment of Advertising Agency for South Western Railway

To,
Chief Public Relations Officer,
South Western Railway,
Rail Soudha, Gadag Road
Hubballi -580020.
Dear Sir/Madam,

We hereby submit application for empanelment of advertising agencies for South Western Railway as per Notice No. Empanelment/PRB/SWR/2021-23...for "Empanelment of Advertising Agencies". We unconditionally agree to abide by the Terms & Conditions specified therein.

Our profile is as under –

Sr.No.	Particulars	Filled by the Agency (in Capital Letters)
01	Name of the Agency	
	a Whether Proprietorship/Sole/Partnership/Pvt. Ltd./ Ltd Co.	
	b Name and Contact details of the Owner/Proprietor/ Partner	
	c Name and address of Head Office	
	d Details of Branch Office in Karnataka and other places	
	e Name and Contact details of Branch Head, if local office is Branch Office	
	f Name and Contact details of Authorized Contact Person	
02	Details of Local Office (i.e. Bengaluru/Hubballi)	
	a Complete Address of the Agency	
	b Telephone Numbers	
	c Fax Numbers	
	d E-mail Ids	
	e Official Mobile Numbers	
03	Year of establishment of the Agency	
04	Year of establishment of the Local Office of the Agency	
05	Date & Registration Number of Full Accreditation with INS	
06	Service Tax Registration Number issued by Central Excise Department	
07	Permanent Account Number issued by Income Tax Department	
08	TAN No.	

Note : Applicant agencies may submit documents in separate sheet, if space provided is insufficient or if they want to submit some more information related to agency profile and their infrastructure.

I hereby declare that all particulars filled/submitted are true to the best of my knowledge. I also declare that all documents as required in Part – 1, 2 &3 of this notice have been submitted with this application. In case any details furnished by me are found to be false at any stage or during empanelment period, I am liable for legal action besides termination of the empanelment and the decision of General Manager, South Western Railway, Hubballi in all matters of empanelment will be final and binding.

(Signature of the Authorized Person with Name, Date & Official Seal)

5.0 Selection Procedure

5.1 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 1 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.

5.2 ***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 Crores	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. IPSO 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)		

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	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
7	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 where as 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
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.

6.0 Earnest Money Deposit (EMD) :

Earnest money of Rs. One Lakh is necessarily required to be deposited with Financial Advisor and Chief Accounts Officer, South Western Railway either through Demand Draft drawn on Nationalized Bank or in cash with Chief Booking Supervisor, of a railway station and original money receipt should be attached with application. It is to be ensured that Bank draft is made from Advertising Agency's Account. **Fixed Deposit Receipt (FDR) will not be accepted as valid document for EMD under any circumstances.** The earnest money amount will be adjusted in the Security Deposit amount of Rs. **Five Lakhs** in case, an Advertising Agency is empanelled. The earnest money will be refunded to the Advertising Agencies which are not empanelled.

- 6.1 The Cash Receipt/ Demand Draft should be sent duly indicating the Name of the Tenderer, Tender No. and Due Date for opening on the reverse of the instruments/documents by Registered Post/ Speed Post along with the application to the following address -
—**Chief Public Relations Officer**, South Western Railway, Rail Soudha, East Block, 4th floor, Gadag Road, Hubballi (Karnataka) -580020.

They should also super scribe on the envelope —Earnest Money Deposit (EMD) for **Tender No.** _____, _____, **and Closing Date:** _____.

- 6.2 EMD should remain valid for a period of minimum **45** days beyond the final bid validity period. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 6.3 Neither the standing deposit, if any lodged with this Railway nor will any other deposit against any other tender will not be accepted as EMD for the purpose of this tender.
- 6.4 No interest will be payable by the Railway on the Earnest Money Deposit or any other payment made to Railways.
- 6.5 Earnest Money of all unsuccessful tenderers will be returned by the Railways after expiry of the final bid validity or after the placement of contract on successful tenderer. The Earnest Money of the successful tenderer may be adjusted towards part of the Security Deposit and in case where such tenderer furnishes full Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.
- 6.6 Any tender not accompanied by EMD in one of the prescribed forms given above may be rejected by the Railways as unresponsive,
- 6.7 **Forfeiture of Earnest Money:** The Earnest Money Deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his offer or if the successful tenderer fails to submit the Security Deposits as per tender conditions.

8.0 POST EMPANELMENT CONDITIONS–

The agencies finally shortlisted for empanelment will have to submit a Security Deposit in for Rs. 5,00,000/- (Rs. Five Lakh) within 07 (seven) days of issue of LOA (Letter of Acceptance). The earnest money amount will be adjusted in the Security Deposit amount of Rs. Five Lakhs in case, an Advertising Agency is empanelled. In case where such tenderer furnishes full Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit. The successful tenderers shall be required to submit, Security Deposit to the Railways within 14 days from the date of issue of the acceptance letter as detailed in the subsequent para. If the contractor, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Railways to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Railways or the Government or any person contracting through the Railways or otherwise. The Security Deposit shall be submitted in any one of the following form.

- a) By depositing cash with the Chief Cashier, South Western Railway, Hubballi.
- b) Fixed Deposit Receipts (FDR), Pay Orders, and Demand Drafts, in favor of "Financial Advisor & Chief Accounts Officer, South Western Railway, Hubballi". The FDR must be issued with auto renewal facility.

Agency's empanelment will be valid till their Full Accreditation is valid with INS apart from other conditions.

- 8.1 The successful applicant will have to execute **an agreement** as per Annexure-III **on non-judicial stamp paper of Rs.200/- in the state of Karnataka or at the rate applicable for State (Stamp Act. For State) where agreement is executed** and attested by Notary Public/Oath Commissioner/First Class Magistrate.

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.

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.

For classified advertisements material collected from CPRO office, should be submitted back for approval on the same day after type setting /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.

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.

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.

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.

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.

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

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".

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.

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

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's Office.

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.

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.

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.

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.

The agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual propriety 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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

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 wait anted, also beyond office hours in case of urgency.

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

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.

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

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, 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 (iv to VII)** 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 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 along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- f. The Railway shall submit its defense statement and counter claim(s), if any, Within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

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.

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

If the contractor(s) does/do not prefer his/their specific and final claims in writing, with in 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 'pre siding arbitrator' from amongst the 3 arbitrators so appointed.

GM shall complete this exercise of appointing the Arbitral Tribunal Within 30 days from the receipt of the names of contractor's nominees . While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

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

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

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

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

In cases where the total value of all claims in question added together exceed Rs.50,00,000/-(Rupees Fifty lakh only), the Arbitral Tribunal shall consist of a panel of three (3) retired Railway Officers, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four(4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the contract or 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 balancenumber 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 maybe 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 70years
- g. An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed In the past.
- h. 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 maybe 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.

- i. 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.
- j. 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.
- k. 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.
- l. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other errors 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.
- m. 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.
- n. 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.
- o. 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.

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

10.0. Tender Documents Cost of Rs. 5900/- can be paid by any of the following methods :

- a. By submitting a Demand Draft drawn on a Nationalized Bank in favor of FA&CAO, South Western Railway, Hubballi.- 580020
- b. By Cash deposit to the Chief Cashier, South Western Railway, Hubballi.

10.1 The original Demand Draft / Cash Receipt should be sent along with Tender documents under Registered Post/ Speed Post duly indicating the Name of the Tenderer, Tender No., and Due Date of opening on the reverse of the instruments/documents to the following address –

—**Chief Public Relations Officer**, South Western Railway, Rail Soudha, 4th Floor, Gadag Road, Hubballi (Karnataka) - 580020.

They should also super scribe on the envelope —**Cost of the Tender Documents for Tender No. _____, and Closing Date: _____.**

10.2 As the South Western Railway has started making payment through NEFT system for quick money transfer, tenderers are required to comply the following –

- i) To give consent for receipt of payment through NEFT/RTGS in a mandate form given in Annexure-II
- ii) To provide the details of their Bank Account in line with RBI guidelines for the same, including Bank Name, Branch name & address, Account type, Bank Account No., IFS Code as appearing on MICR cheques issued by the bank etc.
- iii) Tenderer to upload certificate from their bank certifying the correctness of the information as mentioned in (ii) above.
- iv) To provide the details of their GSTN Number and must be registered in IREPS.

10.3 In case, any clarification is required by the tenderers for submitting offers, same should be sought from Railways well before tender opening date. It may be noted that no clarification will be given on date of tender opening.

Profiles of the Personnel

SN	Designation	Required Profile
I.	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.

All documents attached with application must be signed by authorized signatory of agency along with seal of the agency and financial statement must be attested by C.A. of the agency. Incomplete and conditional application will be summarily rejected.

Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of Advertising Agencies by South western Railway will lead to automatic disqualification and application of that agency will be summarily rejected / will not be considered.

South western Railway Public Relations Office reserves the right not to assign any reason for declining to consider any particular application or applications. South western Railway Public Relations office also reserves the right to accept or reject any application or all applications without assigning any reason.

All items will be evaluated and verified along with agency profile and their infrastructure. Other terms and conditions, if any, are subject to provision and norms accepted by the Indian newspapers Society.

The application along with related documents mentioned in the notice should be sent/submitted in sealed cover super scribed **—APPLICATION FOR EMPANELMENT OF ADVERTISING AGENCY** and should reach the **—Office of the Chief Public Relations Officer, South Western Railway, Fourth Floor, Rail Soudha, Gadag Road, Hubballi -580020 latest by 15.30 hrs. on 02.11.2021.** All applications received upto stipulated time will be opened on the same day at **16.00 hrs.** in presence of the representatives of the concerned agencies who are present. Application without documents as specified above will be rejected and Railway shall not be responsible for any postal delay and lapses. This empanelment document is also available on website www.swr.indianrailways.gov.in . Decision of the Railway Administration would be final and binding on all parties. The presentation (designs. CDs, DVDs etc.) Submitted by agencies may be returned subject to the demand by the respective non-empanelled agencies within one month of the finalization of empanelment. Railway will have the right to use them in whatever manner deemed fit, after aforesaid period.

(Note: In case of any dispute, English version of this notice will be Valid)

Rates of payment, billing etc.:

1. Advertising Agency shall charge current DAVP approved rates until & unless it is specially/otherwise stated by this office in the Release Orders. The Advertising Agency will obtain written approval from South Western Railway Public Relations Office in advance, prior to publication of advertisement, in case any newspaper mentioned in the Release Order's media list does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP. Charges/Advertising rates as existed on the day of release of Advt./Release Order will be applicable and payment will be made accordingly.

2. Within 30 days of the release order, the Advertising Agency will prefer bills along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advertising Bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills as under:-

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

b. The amount charged by the newspapers has been checked in respect of rates approved by the DAVP in vogue, on the day of release of Advt./release order and found correct.

c. The advertisement published by the newspapers has been checked and found published as totally correct.

d. The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers as specified in the Release Order and media plan issued by South Western Railway Public Relations Office.

e. Our Advertising Bills/(Advertising Agency's Bill) has thoroughly been checked and is correct in all respects. If later any discrepancy is detected the Advertising Agency will undertake corrective measures, including reimbursement of excess charges immediately.

3. Bills not accompanied with tear sheets of the newspapers containing published advertisement, will not be honoured. The bill must be raised for the complete release order. No supplementary bill will be entertained.

4. South Western Railway's Public Relations Office, reserves the right to disallow a part or full payment against any bill, if any of the terms of agreement is violated.

5. If the Newspaper's Advertising Rates are enhanced by DAVP after payment of original bills, 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 South Western Railway. If DAVP reduces/lowers advertising rates of a publication subsequent to submission of bills by the Advertising Agency, it will be the sole responsibility of the Advertising Agency to deposit the excess paid money in South Western Railway's account.

6. The Advertising Agency will also ensure to maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from South Western Railway, so that in case of any complaint received from newspapers, it may be examined thoroughly by South Western Railway Public Relations office.

7. The Advertising Agency will have to submit full & final Advertising bill, positively within 30 days from the date of publication of the advertisement. South Western Railway will make payment after due check of the bill, submitted along with proof of published advertisement. The Advertising Agencies will deal with the newspapers in all matters at their level in respect of payments and South Western Railway will have no liability and/or responsibility in this regard.

8. After publication of the advertisement, the Advertising Agency will have to arrange the payment of advt. bills of the newspapers pertaining to publication of South Western Railway's advertisements regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled and security money will also be forfeited.



SOUTH WESTERN RAILWAY

EMPANELMENT OF ADVERTISING AGENCIES FOR SWR—EXPRESSION OF INTEREST

Applications are invited to form a panel of advertising agencies for (A) Handling of Railway Advertisements including Display Campaigns in Print Media, PR work of South Western Railway. Advertising Agencies with INS accreditation and a full-fledged working office with all facilities in Hubballi can apply for empanelment.

Duly filled in application in the prescribed form with all the relevant documents in a sealed envelope marked on the top "**Application for empanelment of Advertising Agencies**" may be sent **to reach the Office of the Chief Public Relations Officer, South Western Railway, Fourth Floor, Rail Soudha, Gadag Road, Hubballi-580020, up to 15-30 hrs. on 02.11.2021 and the same will be opened at 16-00 hrs. on 02.11.2021** in presence of duly authorized representatives of applicants. In case the date fixed is declared a holiday, the applications should be submitted on the next working day up to 15-30 hrs without any further notice by South Western Railway Administration. Application received after the stipulated date and time will not be accepted. South Western Railway shall not be responsible for any postal delay or delay in transit. Incomplete and conditional applications will be summarily rejected. The design submitted by the agencies will not be returned and Railway reserves the right to rejection/non- empanelment of Advertising Agencies without assigning any reason thereof.

Agencies should approach INS (with a copy of this advertisement) and ensure that INS sent a letter confirming their accreditation directly to Chief Public Relations Officer, South Western Railway, Fourth Floor, East Wing, Rail Soudha, Gadag Road, Hubballi-580020

The detailed Notification and Application form is available in the South Western Railway's Web Site: www.swr.indianrailways.gov.in.

Chief Public Relations Officer
South Western Railway/Hubballi
For and on behalf of President of India

Covering letter to be submitted with the offer.

The Public Relations Officer,
South Western Railway.

Sub : Application for empanelment of Ad. Ag. with CPRO of South Western Railway.

1.	Name of the Agency		
2.	Full address		
3.	Earnest Money attached	Yes	No
4.	Details of facilities/documents furnished along with application. a. Agency Website b. Income tax Return for last 3 years attached c. GST Registration No. Provided d. List of creative ad.designer, content writers, proof readers attached	Yes Yes Yes Yes	No No No No
5.	Details of other additional infrastructure and manpower available at local office	Yes	No
6.	Experience a. List of Clients (period to be specified) b. Experience with Central Govt./State Govt./PSU If yes, then whether the details of name of the the organization(s), period and value of campaigns furnished. c. Experience with Railways: If yes, then whether the details of the Railway, period and value of the campaigns furnished.	Yes Yes	No No
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 South Western Railway		

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

Signature : _____

Name of signing authority (in Block letters): _____

Date: _____

Stamp of the Agency place: _____

Signature of Tenderer

Date:

ELECTRONIC FUND TRANSFER (EFT) MANDATE

I/We _____ am/are
expressing my/our consent for getting my/our payment directly credited to my/our
bank account/s towards supply of stores to South Western Railway, Hubballi-580020.

Company's Seal & Signature of Authorised Signatory

Name of the Company /Supplier	
Vendor/Supplier's Code	
Postal Address	
Name of the Bank & Branch address(with telephone .no.)	
09 Digits MICR code of the Bank	
IFSC (IFS code) of Bank	
Account No. (15 digits only)	
Type of Account	
Income tax P A N. no.	
Please attach following	<ol style="list-style-type: none"> 1. Copy of Cancelled cheque leaf. 2. Copy of PAN card. 3. GST. No. if registered in IREPS.
	Signature of the Tenderer's Authorized Signatory & date

The above Account no. has been verified and details furnished above are found correct.

Bank Seal & Signature

Signature of Tenderer
Date:

AGENCY AGREEMENT

(For a period of Two years i.e. from _____ to _____)

- 1.0 Articles of agreement made with effect from day of __, 21 between the President of India, acting through the Chief Public Relations Officer, South Western Railway, Fourth Floor, New Zonal Head Quarters Office building, Gadag Road, Hubballi-580 020, hereinafter called the –**SOUTH WESTERN RAILWAY** of the ONE PART and M/s. _____ **(with address)** as company hereinafter called the – **AGENCY** of the OTHER PART.
- 2.0 WHERE AS the Agency has agreed to collect all advertisement material from the Chief Public Relations Officer, South Western Railway, Hubballi-580 020 or his representatives and for ensuring prompt publication of the advertisements in the newspapers at DAVP/Commercial rates, as revised from time to time and as indicated by the Chief Public Relations Officer, South Western Railway, Hubballi - 580 020 within the stipulated dates, without any error or omission or commission from the advertisement text sent by the Chief Public Relations Officer, South Western Railway, Hubballi-580 020.
- 2.1. The period of contract will be valid **for a period of two Years i.e. from _____ to _____**.
- 2.2. This contract of agreement shall be valid till the Agency continues in the approved Advertising Agency Panel of the Chief Public Relations Officer, South Western Railway, Hubballi-580 020 and shall have current valid INS accreditation.
- 2.3. The Advertising Agency shall have a full-fledged office at Hubballi, with sufficient telephone numbers both fixed and mobile, fax number and e-mail, to be contacted even after office hours. The office must have adequate staff and equipment support to take up design, artwork and design distribution.
- 2.4. One middle-level client service executive from the Agency should be nominated exclusively to meet, interact and coordinate with the Public Relations Department officials on daily basis. Such nominated person should be able to interact with Public Relations Department officials with adequate creative skills and grasping capabilities to transform the ideas of Public Relations department officials suitably to produce effective results at short notice and they should be easily accessible on mobile phone and landline telephones to effect a close co-ordination.
- 2.5 The Agency shall charge current DAVP approved rates until and unless it is specially/otherwise stated by Public Relations Office in the Release Order. In case any newspaper mentioned in the Release Order/s does not accept DAVP rates and charges Commercial rate or the newspaper does not have rate contract approved by DAVP, the agency will obtain the approval from the Office of the Chief Public Relations Officer in advance, prior to publication of advertisement.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi
(With seal)

Signature of Tenderer
Date:

- 3.00 The Agency shall also ensure that advertisements are published in time, as stipulated in Public Relations Office's Release Orders. It should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per Public Relations Office's order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of the Chief Public Relations Officer to impose penalty and disallow partial/total payment.
- 3.01 The Agency will be bound to obtain acknowledgement from the Newspapers of the timely delivery of advertisement material and release order. Photocopy of the acknowledgement should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/Release Order to all the newspapers, in time, in case of dispute.
- 3.02 In case, any portion of the advertisement matter as contained in Public Relations office's release order is not clearly understood, the agency shall immediately obtain a clarification ensuring that there is no mistake, and this process should not delay the publication of the advertisement.
- 3.03 The Agency has to submit the bills in duplicate directly to the concerned department with two voucher copies and a tear sheet for each insertion with details of date of publication, copy of publication bills, etc. While submitting the bills to the department, the amount towards insertion of advertisement has to be calculated separately according to the advertisement space occupied at square centimeter rate by the concerned departments for whom the advertisement has been released and the Agency is entitled to claim the prescribed charges. Xerox copies of the advertisement published must be sent to The Chief Public Relations Officer, South Western Railway and the concerned department as soon as the advertisement is published.
- 3.04 In addition to the original bills sent to the respective departments, a copy of the bill or a statement showing the amount against each department with voucher copy has to be submitted to the office of the Chief Public Relations Officer, duly giving cross references of the release order number and date. Bills submitted should contain the Chief Public Relations Officer's release order number and date, the department's reference number & date and details such as for whom the advertisement has been released, subject matter, rate charges, space occupied and full address of the person to whom payment is to be arranged, etc., should be invariably quoted.
- 3.05 The weekly position (language-wise) of the advertisements released to various newspapers, along with the statement of bills, should be submitted to the office of the Chief Public Relations Officer within 20 days commencing from the last date of their rotation period.
- 3.06 Bills submitted beyond the period of **six months** from the date of publication of the advertisements to which they relate, will be rejected.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Office
South Western Railway/Hubballi
(With seal)

- 3.07 The Agency agrees to verify and ensure optimum use of advertisement space, duly maintaining uniformity in type of letters, size of letters, etc., for all classified/display/tender advertisements, proper billing and correct publication of all advertisements. The Agency will be held responsible for any error arising out of their negligence and shall make good any loss or damage that the Public Relations Office may sustain. The performance of the Agency will also be evaluated on the basis of the space saving achieved by optimum utilization.
- 3.08 The Agency also agrees to use the expertise available with them free of charge, for typesetting of advertisement text, in the language (s) required, to maintain uniformity and make all efforts to prevent waste of advertisement space.
- 3.09 The Agency agrees to use the expertise available with them and this field at large, for copywriting, preparation of artwork, scanning etc., on priority for Public Relations office, as the situation might warrant, for which no artwork/typesetting/block making charges or any other charges under any circumstances will be paid by the South Western Railway.
- 3.10 All the layouts, including design and artwork of the display advertisement, will be strictly subject to approval by the Chief Public Relations Officer prior to release for publication in the Daily Newspapers & periodicals. Translation in newspapers, language and proof reading will be the responsibility of the agency.
- 3.11 Layouts of all display advertisements and classified advertisements as designed by the Agency will be subject to approval by this office, prior to release to the newspaper. Size of advertisements should be got approved by Public Relations Office and bills should be claimed strictly in accordance.
- 3.12 The Agency will have to ensure compliance with copyright, patents, cyber laws and other Intellectual Property laws, in all materials, including artwork/designs, supplied by them. The Agency will be completely liable in all such cases and no liability shall lie with South Western Railway. The Agency shall indemnify and keep indemnified the South Western Railway from any loss or damage caused to or suffered by the Railways for any violation in this regard whatsoever.
- 3.13 Whenever required, the advertising agency shall have to accept and get advertisements published at a very short margin of time in specified newspapers on specified dates so indicated by the Office of Chief Public Relations Officer, South Western Railway, Hubballi.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi
(With seal)

- 3.14 In case there is an error in publication of the advertisements as compared to advertisement's text approved by this office, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bill should be raised to South Western Railway for this and South Western Railway will not pay any charges for publication of corrigendum, whatsoever. Apart from this, the Chief Public Relations Officer reserves the right to impose penalty and recover the penalty amount from the bills of the agency for publishing the text erroneously.
- 3.15 In case the Agency fails to release and publish the advertisement within the specified time as stipulated by the South Western Railway Public Relations Office (Railway Administration) or the advertisement in question is published on a later date, the Chief Public Relations Officer reserves the right to impose penalty on the agency and the penalty amount as decided will be deducted from the bills of the agency.
- 4.0 The tender advertisements will be given to the agency on rotation on a weekly basis. Each agency will get the tender notices for one complete week. It may be noted that at the discretion of the Chief Public Relations Officer, the quantum of tender advertisements may be increased for a particular agency to reward good performance or decreased as a punitive measure for bad performance, within an overall limit of 25%. Before enhancing/reducing the quantum of tender notices, the concerned agency will be advised in writing and will be given an opportunity to represent in case of reduction in the quantum of tender advertisements. The final decision will however rest with the Chief Public Relations Officer and will be binding on the part of the Agency.
- 4.1 The performance of the agency will be monitored, assessed continuously and will be reviewed periodically by the office of the Chief Public Relations Officer and in case of any inadequate service, in terms of quality, speed and accuracy of expected standards, the agency will be liable for termination from the panel. If the performance of the agency is not satisfactory, the agency will be served a Notice for improving the performance of the agency within a period of 15 days. If there is no improvement in the performance of the agency during the Notice period to the adequate satisfaction of the South Western Railway administration, it will be viewed seriously and may ultimately lead to the termination of the agency without any further notification. The concerned agency will be advised in writing and will be given an opportunity to represent the case and the final decision will however rest with the Chief Public Relations Officer and will be binding on the part of the Agency.
- 4.2 The Chief Public Relations Officer reserved the right to seek performance report from other clients of the Agency.
- 5.0 The Agency will be periodically called upon to render assistance to South Western Railway in preparation of artworks/scripts for brochures, posters, greeting cards, TV fillers and other Public Relations related assignments. These services will be rendered free of cost by the Agency.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi
(With seal)

- 5.1 In addition to the regular work of releasing tender notifications and display advertisements, the following services will be rendered free of cost by the Agency.
- a) Assisting South Western Railway while organizing press conferences.
 - b) Issuing press releases and rejoinders on extraordinary occasions during and after office hours and holidays.
 - c) Rendering all possible assistance to South Western Railway officials while organizing interviews and any other campaign programmes with print and electronic media.
 - d) Arranging Video coverage of all important functions and events held at various places on South Western Railway.
 - e) Drawing up well-featured advertising plan.
 - f) To assist the South Western Railway officials in mobilizing media persons and arrange for coverage during the functions and inspections of Hon'ble Minister.
 - g) To involve with South Western Railway officials with creative ideas and suggestions during safety campaigns and other seminars while generating public awareness on any social education activity of Railways.
 - h) Assisting in design, printing and distribution of Invitation cards, Brochure, Speech for dignitaries, etc.
 - i) Assisting in other activities also connected to the agency work under Agreement but not listed above, as required by the South Western Railway officials from time to time.
- 6.0 The Chief Public Relations Officer reserves the right to design as well as release any advertisement directly to the newspapers or through any Advertising Agency not borne on the panel, at any time.
- 6.1 The Chief Public Relations Officer reserves the right to use the logo, design, layout, etc., prepared by the advertising agency, for releasing advertisements directly by South Western Railway or through any other Advertising Agency or through any other source as deemed fit by South Western Railway without the consent of the agency which designed the advertisement.
- 6.2 The Chief Public Relations Officer reserves the right to terminate the agency at any time before expiry of the panel period without assigning any reason by giving 15 days notice.
- 6.3 Adherence to and compliance of all the terms and conditions is expected from the agency in good faith and sincerity. The Chief Public Relations Officer reserves the right to terminate the agency at any time for not fulfilling any of the terms and conditions in the agreement. The agency shall not be entitled for any damage or compensation by reason of such termination.
- 6.4 The Chief Public Relations Officer, South Western Railway, Hubballi-580 020, reserves the right to deduct Railway's dues from the bills submitted by the agency on the following grounds.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi
(With seal)

- I) Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related to the work.
 - ii) Any amount which Railway becomes liable to pay the Government/third party due to any fault of the agency.
 - iii) Any payment/fine made under the order/ judgement of any court/consumer forum or law enforcing agency or any person working on behalf of the same.
- 6.5 Tender conditions and LOA shall become part and parcel of this agreement.
- 6.6 Conditions on applicability of GST & GST-TDS as per extent act. Rules and regulations.
- 7.0 In the event of any question, dispute or difference arising under these conditions, in connection with this agreement, the same shall be referred to Arbitration of an official to be appointed as " Sole Arbitrator " by the General Manager, South Western Railway and the award of Sole Arbitrator shall be binding on both the parties to this agreement.
- 8.0 Subject to arbitration agreement courts at Hubballi/ Dharwad alone will have jurisdiction.

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
SouthWestern Railway/Hubballi
(With seal)

Witness-1: Signature: _____

Name: _____

Age : _____

Address: _____

Witness-2: Signature: _____

Name: _____

Age : _____

Address: _____

(Authorised Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi
(With seal)

Date:

Place : Hubballi

Registered Acknowledgement Due

PERFORMANCE NOTICE
SOUTH WESTERN 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/achive 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

Registered Acknowledgement Due

REVOCATION OF PERFORMANCE NOTICE
SOUTH WESTERN 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 acknowledgement receipt.

Yours faithfully

Registered Acknowledgement Due

7 DAYS NOTICE
SOUTH WESTERN 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 te 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 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

Registered Acknowledgement Due

TERMINATION NOTICE
SOUTH WESTERN RAILWAY
(Without Prejudice)

To
M/s. _____

DATE:

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 actions to commence the service/Improve the quality of the services to the specified standards.

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

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 I Detailed at Annexure
- b. Claim 2
- c. Claim 3

I/We ----- (post of officer) with reference to agreement no. ----- Hereby raise disputes as t 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 land 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

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

1. Name
2. Contact Details :
3. Prior experience (Including Experience with Arbitrations)
4. I do not have more than ten ongoing 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
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 o 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. The list of such circumstances is as under :

Signature of Tenderer

Date:

Signature of Tenderer
Date:

Signature of Tenderer
Date: