



**EMPANELMENT OF ADVERTISING AGENCIES
ON SOUTH WESTERN RAILWAY-2024
TOP SHEET**

Important Detail:

Notice No.	PRB/Empanelment of Advt. Agencies/2024/24.
Full Name of Work	Empanelment of Advertising Agencies on South Western Railway-2024
Earnest Money Amount	Rs.1,00,000/-
Cost of Application Form	Rs.5,000/+18% GST= Rs.5,900/- Non refundable
Last Date for downloading Application Form from SWR's official Website i.e., www.swr.indianrailways.gov.in	Up to 17.00 hrs of 04.04.2024.
Date for receipt of Application	From 10.00 hrs of 14.03.2024 Upto 15.00 hrs of 05.04.2024
Date & Time of Opening of Application Box	15.30 hrs. on 05.04.2024
Venue for Application Submission and Application opening	CPRO's Office, 5 th Floor, Rail Soudha, Gadag Road, Hubballi-580020

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

1. Name of the Agency	
2. PAN No	
3. GST No	
4. Contact Number & email address	
5. Registered Head Office Address	
6. Branch Offices with Address	
7. Address for correspondence regarding this tender	
8. Name of Proprietor/Partners	
9. Details of Cost of Application Form	
10. Details of EMD submitted	
11. Name, Designation, contact details & address of the Authorised signatory	
12. Name, Designation, contact details & address of the Authorised person to receive correspondence & attend this office during technical evaluation	

Signature of the Tenderer

**TERMS AND CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCIES
ON SOUTH WESTERN RAILWAY-2024**

1.1. General

South Western Railway proposes to empanel experienced, reputed and INS accredited advertising agencies 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 South Western Railway and also in other important cities in India. Besides this, the Agencies shall also provide its services for allied PR activities viz., Designing & Printing of all kinds of illustrated colour Publicity Materials, Photography, Videography, Albums, Framing of Photographs, Exhibitions, Production of Audio/Video Quickies, Radio Jingles & Short Documentaries as per BOC rates and Production & Telecast/Webcast/Broadcast of Electronic Content in popular Electronic Mediums as and when required as per rates indicated in Annexure E(i) and E(ii).

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. 500/- 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. 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

a. **Application** consists of - duly filled in Covering letter along with the Terms & Conditions and relevant annexures, as downloaded from the South Western Railway website; and Demand Drafts towards Application Fee & Earnest Money Deposit; and documents as specified to substantiate eligibility criteria, additional documents as specified & documents as required for technical evaluation.

The application may be submitted as spiral bound, serial numbered and in standard paper size of A4. Contents/Index page may be enclosed with the description of the contents and the commencing & closing page numbers. The agency may also submit scanned soft copy version of the entire application along with the application.

Application, as defined above, in a sealed envelope and addressed to Chief Public Relations Officer, South Western Railway, 5 Floor, Rail Soudha, Gadag Road, Hubballi - 580020 should be dropped in a sealed box kept in the CPRO office, from 10.00 hrs of 14.03.2024 upto 15.00 hrs of 05.04.2024. In case the date fixed is declared as holiday, the application should be submitted on the next working day up to 14.00 hrs, without any further notice by Railway Administration. Application received after the stipulated date and time will not be considered.

If the information in any of the document submitted is found incorrect, then application would be treated as non-responsive and would be summarily rejected.

b. Cost of Application and Earnest Money Deposit:

Cost of application form of Rs. 5,000/- + GST @ 18% (i.e., Rs. 5,000/- + Rs. 900 = Rs. 5,900 with GST) (non-refundable) should be submitted, as part of the application, through Bank Draft drawn on any Scheduled/Nationalised Bank in favour of Principal Financial Advisor, South Western Railway payable at Hubballi. Failure to submit the cost of application form, as specified above, will make the application incomplete and the application will be summarily rejected.

Earnest money of Rs. One Lakh should be deposited with Principal Financial Advisor, South Western Railway either through Bank Draft drawn on any Scheduled/Nationalized Bank payable at Hubballi. or in cash at Cash Office wherein the original money receipt should be attached with application or in the form of FDR. It shall be ensured that the Bank draft/FDR is made from agency's Account. Failure to deposit EMD, as specified above, will make the application incomplete and the application will be summarily rejected. The earnest money amount will be adjusted in the security deposit amount of Rs. Five Lakhs to be deposited by successfully empanelled agencies. EMD of the unsuccessful agencies will be returned after formation of the panel.

c. Authorised Signatory and CA certification:

A Board resolution and GPA in favour of the authority to sign agreements, letter should be submitted by the agency duly advising the name of the authorized person, his/her designation along with specimen signature. The authorized person/signatory 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).

Each and every page of the application along with enclosed documents must also be certified by the agency's Chartered Accountant with proper seal.

Any paper/document, as part of the application, which does not bear signature and proper seal of the Authorised signatory and certification of the agency's-chartered accountant will not be considered towards eligibility criteria or for technical evaluation.

- d. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by Public Relations office. All the documents/material submitted shall be retained with PR dept and the designs could be used for the Railway publicity purposes at any point of time in future.

2. Eligibility criteria and supporting documents:

The applicant is required to fulfill all the below mentioned eligibility conditions and has to submit the supporting documents as proof, as detailed below. Failure to submit any of the supporting documents as prescribed below will make the applicant in-eligible for consideration and the offer will be summarily rejected.

Para	Eligibility criteria	Supporting documents
2.1	<p>The firm/company should have a fully functional office at South Western Railway Headquarters city i.e., Hubballi.</p> <p>If the firm/company is not having any office in the South Western Railways Headquarters city, the firm/company will have to open a fully functional office in the South Western Railway HQ city i.e. Hubballi within 15 days from the date of empanelment failing which, their empanelment will be summarily cancelled.</p>	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by Authorised signatory on all the pages.</p> <p>A. In case, the agency has a fully functional office at South Western Railway Headquarters city i.e., Hubballi, the agency should submit –</p> <ul style="list-style-type: none"> ➤ The details of existing offices (Head Office & Branches) with address, phones – both fixed and mobile, fax numbers and e-mail ID etc. ➤ As a proof of address of the office at Hubballi, the agency should submit a valid document such as valid rental agreement/receipts or latest electricity bill/telephone bill etc. ➤ Details of infrastructure like

		<p>computers, printers, photocopier, High speed internet and other electronic/sophisticated gadgets/software at local office i.e., Hubballi, along with the documentary evidence in support thereof.</p> <ul style="list-style-type: none"> ➤ 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. <p>B. In case, the agency does not have a fully functional office at South Western Railway Headquarters city i.e., Hubballi, the agency should submit –</p> <ul style="list-style-type: none"> ➤ A Self-declaration that the applicant will open a fully functional office in South Western Railway HQ city i.e., Hubballi within 15 days of the empanelment. ➤ The details of existing offices (Head Office & Branches) with address, phones – both fixed and mobile, fax numbers and e-mail ID etc. ➤ Details of proposed infrastructure like computers, printers, photocopier, High speed internet and other electronic/sophisticated gadgets/software at proposed local office i.e., Hubballi. ➤ 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. ➤ Details of the proposed manpower at proposed local
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		<p>office i.e., Hubballi.</p> <p>Note:</p> <p>Fully functional office means the office should have professional personnel as mentioned at “Annexure A” along with infrastructure like computers, printers, photo copier, high speed internet and other electronic /sophisticated gadgets/software (for graphic design, video editing etc.) at local office i.e. Hubballi along with the documentary evidence in support thereof.</p>
2.2	<p>The agency must have carried out communication campaigns for Government Ministry/ Department/ PSU and/or Multilateral institutions such as UNICEF, WHO, UNDP etc for a minimum value of Rs. 5 Crores (including release value and agency commission) in the last financial year i.e., 2020-21.</p> <p>NOTE: Communication Campaigns Include all the communication campaigns carried out either in Print, electronic, digital media, Outdoors or in any other communication medium.</p>	<p>The agency shall submit the following documents duly verified and certified by the agency’s Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ A certificate with the value (Rs. in Crore) of the communication campaigns, duly verified and certified by the agency’s Chartered Accountant with proper seal and signature, along with a valid Unique Document Identification Number (UDIN) number issued by the CA. ➤ A summary, containing details such as the name of the department (i.e., Client), duration & dates of commencement/completion of the job undertaken and the value of the job completed. ➤ The supporting documents such as work orders/release orders etc., in the same order as mentioned in the summary, which shall clearly specify the value of the campaign/work in INR. If value is not indicated in release orders / work order then
2.3	<p>The agency shall be of sound financial status with accumulative turnover of Rs.15 Crores or more during the last 3 financial years.</p>	<p>The agency shall submit the following documents duly verified and certified by the agency’s Chartered Accountant (CA) & signed by authorized signatory on all the pages.</p> <p>Certificate with accumulative turnover (Rs. in Crore) for the last 3 financial years (as specified on the left-hand side), duly</p>

		issued/certified by the agency's Chartered Accountant with proper seal and signature, with a valid UDIN number.
2.4	<p>The agency should be accredited with Indian Newspaper Society (INS). Agency must have full accreditation by the Indian Newspaper Society. Provisional or conditional accreditation shall not be accepted.</p> <p>The application of a Franchisee is not permitted and the application submitted by franchisee will not be entertained.</p>	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ The agency should submit INS accreditation, the latest certificate or self- attested certificate regarding full accreditation status of agency with INS. ➤ The agency shall ensure that the INS accreditation is valid during empanelment period. ➤ Details of ownership and organization structure of the agency. Copy of the Memorandum of Association, Articles of Association and Certificate of Incorporation (in case of company)/Partnership Deed/Registration of Proprietorship firm to be submitted.
2.5	<p>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 South Western Railway and it is expected that the agency shall deploy personnel, who have adequate experience in the domain related with the work. The agency must have technically qualified and competent designers, content writers, proof readers and in-house/contractual English, Hindi, & Kannada translators.</p>	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ Names and short CVs of principal officers of agency. ➤ The list of the technically qualified and competent professionals on rolls with the agency (namely project leads, Ad-designers, content writers, proofreaders and in-house/contractual English, Hindi, & Kannada translators) clearly mentioning their names, designation, academic and professional qualifications, length of service with the agency, achievements etc. (Annexure- A)

3. 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 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.
- 3.4.** 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.)
- 3.5.** INS accreditation certificates or self-attested certificate regarding full accreditation full accreditation status of agency with INS valid during empanelment period.
- 3.6.** 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.) or Bills /Tax invoices with the value duly certified by CA with proper seal and signature.
 - 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.
- 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' proof-readers and in-house/contractual English, Hindi and Kannada 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 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, signature and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by Public Relation 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 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 agency will be cancelled and the next agency in the list will be empaneled.

4. List of additional Documents to be submitted mandatorily:

Further, the following documents shall also be submitted along with the application. The agency shall submit the following documents signed by authorised signatory on all the pages. The agencies who fail to submit any of the below documents, as specified, will not be considered for technical evaluation.

a)	Copies of Income Tax Returns filed by the agency for the last 3 financial years. IT Returns should have been filed in the name of the partnership firm/company in cases of partnership firms/companies respectively, and not in the name of an individual.
b)	GST Registration Certificate.

c)	List/Summary of important clients including Railways/other Government Ministry/department/ PSUs/Multilaterals institution etc. since last 2 years i.e., 2021-22 & 2022-23 for which media campaigns were carried out by the agency along with copies of letters of empanelment.
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Note: If it is found, at any stage during the contract, 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.

5. Selection Procedure:

5.1. The offers shall be evaluated as stipulated by Railway Board model Tender document for empanelment of Advertising Agencies as per the following parameters. 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 General Manager**, shall be formed for evaluation of scrutinized documents and Technical & Financial Criteria mentioned below.

The offers shall be evaluated as stipulated by Railway Board Model Document for empanelment of Advertising Agencies as per the following parameters.

S.No	Parameter	Supporting documents
5.1.1.	Print Media Turnover for the last financial year i.e., FY 2022-23.	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ A certificate with Print Media Turnover (Rs. in Crore) for the last financial year i.e., FY 2022-23, duly issued/certified by the agency's Chartered Accountant with proper seal and signature, with a valid UDIN number. ➤ Certified copies of Audited Balance Sheet of last financial year i.e., FY 2022-23. If the audited Balance Sheet is NOT yet available for the FY 2022-23, then the provisional balance sheet for the financial year 2022-23 issued by the agency's Chartered Accountant clearly indicating Print Media Turnover and supported by income tax form-26AS.
5.1.2.	Number of Display Ads Published for Government of	The agency shall submit the following documents duly certified by the agency's

	<p>India (Central/ State/PSU) in the last Financial Year i.e., 2022-23.</p> <p>(and)</p> <p>Gross Value of Display Ads Published for Government of India (Central/State/PSU) in the last Financial Year i.e., 2022-23.</p>	<p>Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ A certificate duly issued/certified by the agency's Chartered Accountant, with proper seal and signature, with a valid UDIN number, signifying the number of Display Ads and their gross value (Rs. in Crore) handled by the agency for Government of India (Central/State/PSU) in the last financial year i.e., 2022-23. ➤ Summary of the number & gross value of Display Ads handled by the agency for Government of India (Central/State/PSU) in the last financial year with the details such as name of the government department for which the display ad is published, date of publication. <p>The agency should submit the supporting documents such as work orders/release orders etc. in the same order as mentioned in the summary. If value is not indicated in release orders / work order then the bill/tax invoices / work completion certificate clearly specifying the value of campaign/work must be submitted CA certification mandatory.</p>
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5.1.3.	Two advertisements Samples of any 2 Campaigns published during the last financial year i.e., 2022-23. It shall be adjudged on the basis of Impact, artistic appeal and punch line.	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ Copies of any two published advertisements printed on A4 size paper, handled by the agency, published in newspapers during the last financial year i.e., 2022-23. ➤ Photostat Copies of the newspaper clippings of the same two published advertisements as above. ➤ A summary with the details of the advertisements such as the name of the newspaper, edition, date of publication. <p>The agency shall submit the supporting documents like work orders/release orders etc.</p>
5.1.4.	<p>Experience of the following manpower in the Agency's office/proposed office at South Western Railway HQ</p> <p><u>i.e., Hubballi.</u> <u>One Project Lead</u> <u>Two Content Writers</u> <u>Two Creative Ad designers</u></p>	<p>The agency shall submit the following documents duly certified by the agency's Chartered Accountant (CA) & signed by authorised signatory on all the pages.</p> <ul style="list-style-type: none"> ➤ Details of manpower in the format given as <p>Annexure - A of this Terms & Conditions</p>
5.1.5.	<p>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, Kannada and English languages. Material in English language must be type-setted in 6-point font size whereas Hindi & Kannada 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. The agency shall submit the art pull within the duration specified as per the notified time, date and venue. In case of failure or deviation by the agency, the art pull shall not be considered for evaluation.</p>	

5.1.6.	Advertising agencies shall be required to submit on the spot display work in Hindi, Kannada 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. The agency shall submit the display work within the duration specified as per the notified time, date and venue. In case of failure or deviation by the agency, the display work shall not be considered for evaluation.
5.1.7.	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. The presentation shall be made within the duration specified as per the notified time, date and venue. In case of failure or deviation by the agency, the presentation shall not be considered for evaluation

5.2. In addition to the above Technical Evaluation, the agencies will quote cost of various services that the South Western Railway wants Agencies to provide. Lowest cost of each item/service, as quoted by the eligible applicants, shall be accepted by the remaining eligible agencies. In case any agency declines to accept the lowest rates of various services, such agencies shall not be considered for empanelment.

The cost quoted for various items as per Annexure-E(i) & E(ii) shall be submitted by the applicant agencies.

6.0. Technical Evaluation: Offers of only those agencies, which are responsive and meet the eligibility criteria based on the documents submitted by the agencies as per Para 2 and submit requisite documents as per Para 3, shall be evaluated. The offers shall be evaluated based on the following parameters and supporting documents:

The offers shall be evaluated based on the following parameters and supporting documents:

SN	Parameter	Score	Max. Score
1.	Print Media Turnover for the last financial year		10
	>=5 Corers and <10 Corers	8	
	>=10 Corers and <15 Corers	9	
	>= 15 Corers	10	
2.	Number of Display Ads Published for Government of India		5
	(Central/State/PSU) in the last Financial Year		
	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./StateGovt. IPSO in the last Financial Year		10
	Below 5Corers	6	
	>=5 Corers and <6 Corers	7	
	>=6 Corers and <7 Corers	8	
	>=7 Corers and <8 Corers	9	
	>= 8 Corers	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	
b.	Two Content Writers (Years of experience)		5
	>=3 years and <4 years	3	
	>=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 3hours of notice on any date, as fixed by the committee, during the empanelment process. The display shall be adjudged on the basis		15

	of Impact, artistic appeal and punch line.		
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 settled in 6 point font size whereas Hindi language material must be type settled 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

For the purpose of S.N.2 in the above table, no marks will be awarded if the number of projects 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 want them to provide. The 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.

6.1. In addition to the above Technical Evaluation, the agencies will quote cost of various services that the South Western Railway wants Agencies to provide. Lowest cost of each item/ service, as quoted by the eligible applicants, shall be accepted by the remaining eligible agencies. In case any agency declines to accept the lowest rates of various services, such agencies shall not be considered for empanelment.

7.0. Award of contract

South western Railway will award the Contract and enter into an agreement with the agency finalized after the due process is completed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

7.1. Disqualification

7.2. 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.

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

7.4. South Western Railway may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.

7.5. South Western Railway reserves right not to assign reasons for declining to consider any particular application or applications.

7.6. South Western Railway also reserves the right to accept or reject any application or all applications. Incomplete and conditional applications will be summarily rejected.

8.0. Security Deposit

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 Principal Financial Advisor of the South Western Railway, Hubballi.

9.0. Process of Service Delivery:

- 9.1.** 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.
- 9.2.** 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 South Western Railway.
- 9.3.** 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.
- 9.4.** GST at applicable rates as notified by Ministry of Finance from time to time shall be charged by empanelled agency from Railways. Railway GSTIN number of the concerned State shall be indicated by advertising agency and GST shall be shown separately in the Tax Invoice.
- 9.5.** 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 acknowledgments 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.

- 9.6.** 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.
- 9.7.** 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 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 respects”.*
- 9.8.** 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.
- 9.9.** Advertising agency shall charge current DAVP approved rates until & unless it is specially/ otherwise stated by the CPRO office in the Release Orders. In case any newspaper mentioned in the Release Orders does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP, advertising agency prior to publication of advertisement will obtain written approval from CPRO Office.
- 9.10.** 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.
- 9.11.** 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.
- 9.12.** 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.

- 9.13.** 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.
- 9.14.** The CPRO Office also reserves the right to release any advertisement through any advertising agency on the panel.
- 9.15.** 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.
- 9.16.** 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.
- 9.17.** 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.
- 9.18.** 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.
- 9.19.** 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.
- 9.20.** 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.
- 9.21.** The empanelled agencies shall top up or reimburse the security deposit to the extent of d education as fine within 15 days failing which it will be considered and treated as breach of the agreement.
- 9.22.** The advertising agency should supply the press Tear sheets in which the Tender Notice, Public Notice/Display Advt. is published to concerned department directly or per bearer or by post with a certified copy being sent to CPRO office.
- 9.23.** Payment:

Payment will be made in Indian Rupees only, subject to any deduction authorized by CPRO to make under any statutes or under the conditions mentioned in the application read along with the terms & conditions of empanelment that may be applicable while accepting the Tender.

The advertising agency shall be entitled for payment as follows:

- 9.24. When desired, soft copy of any work will be provided by the agency to the PR office.
- 9.25. 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.
- 9.26. Performance of each empaneled agency will be monitored and will be kept on record for appropriate action in future.
- 9.27. 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.
- 9.28. South Western Railway, at its sole discretion, may impose penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.

10.0. Settlement of Disputes – Arbitration and Conciliation Rules

- 10.1. **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 Completion of the contract. 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 CPRO, 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.

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

10.3. 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.
- g. Seat 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 defense 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.

10.4. 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.

10.5. 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.

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).
- 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 70years
- 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 therefrom.
- j. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- k. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- l. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the Views of the Presiding Arbitrator shall prevail.
- m. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

- n. The cost of arbitration shall be borne by the respective parties. The cost shall Inter- alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the form at 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.
- 11.0. **Termination of Agreement:** If the services provided by the agencies under this agreement is not to the full satisfaction of Railways, the contract may be terminated by South Western Railway and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of South Western Railway in this regard shall be final and binding on the agency. Further, either party can terminate the agreement with 3 months' notice in writing without assigning any reason.
- 12.0. **Jurisdiction of the Courts:** The courts of the place where the contract has been entered by South Western Railway i.e., Courts of Hubballi shall alone have jurisdiction to decide any dispute arising out of or in the respect of the contract.

AGENCY AGREEMENT

(For a period of 2 years i.e. from: DD/MM/YYY to :DD/MM/YY)

- 1.0 Articles of agreement made with effect from DD/MM/YY to DD/MM/YY, between the **President of India, acting through the Chief Public Relation Officer, South Western Railway, 5th Floor, Rail Soudha, Gadag Road, Hubli 580 020**. Herein after called "**South Western Railway**" of the one part and **M/s. (Agency Name)** here in after called "**Agency**" of the other part.
- 2.0 WHERE AS the Agency has agreed to collect all advertisement material from South Western Railway, Hubballi-580020 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 South Western Railway within the stipulated dates, without any error or omission or commission from the advertisement text sent by the South Western Railway.
- 2.1 The period of contract will be valid for a period of Two Year 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 South Western Railway and shall have current valid INS accreditation.
- 2.3 The Advertising Agency shall have a full-fledged office at Hubballi/ Bengaluru, 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 land line telephones to affect a close co-ordination.
- 2.5 The Agency shall charge current DAVP approved rates until and unless it is specially/otherwise stated by South Western Railway in the Release Order.

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Chief Public Relations Officer
South Western Railway/Hubballi

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.

- 3.0 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 South Western Railway 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.
- 3.1 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.
- 3.2 In case, any portion of the advertisement matter as contained in the 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.
- 3.3 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.
- 3.4 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

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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.

- 3.5 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.
- 3.6 In case of bills submitted beyond the period of six months from the date of publication of the advertisements, to which they relate, delay condonation to be obtained from the competent authority duly stating the proper reasons.
- 3.7 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.
- 3.8 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.
- 3.9 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 South Western Railway, 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

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by Chief Public Relations Officer 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 South Western Railway
- 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, what-so-ever. 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 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

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- 4.2. 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.
- 4.3. The Chief Public Relations Officer reserves the right to seek performance report from other clients of the Agency.
- 5.0. 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. Drawing up well-featured advertising plan.
 - e. To assist the South Western Railway officials in mobilising media persons and arrange for coverage during the functions and inspections of Hon'ble Minister.
 - f. 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.
 - g. Assisting in design, printing and distribution of Invitation cards, Brochure, Speech for dignitaries, etc.
 - h. 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.

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- 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.
- 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/ judgment 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 extant act, rules and regulations are applicable to this agreement.

7.0 Settlement of Disputes - Arbitration and Conciliation Rules

- 7.1 **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

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With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

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 proceeding.

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.

7.2. 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

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contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in any Clause (stated as expected matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

7.3. Demands 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 E of these conditions.
- d. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

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- e. The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - f. The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
 - g. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
 - h. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense 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.
- 7.4. 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.
- 7.5. 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,**

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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) empaneled 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.

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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) empaneled 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

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South Western Railway/Hubballi

dispute(s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day-to-day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

f. Qualification of Arbitrator(s)

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

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

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

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.

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.

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South Western Railway/Hubballi

- m. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- n. The cost of arbitration shall be borne by the respective parties. The cost shall Inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure E to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- o. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules 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.

8.0 Subject to arbitration agreement, courts at Hubballi/Dharwad alone will have jurisdiction

9.0 Penalty for defect/default in service delivery

9.1 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.

9.2 CPRO's office reserves the right to decide on the quantum of the penalty amount based on the reasons put forth for the lacunas/deficiencies which may have been informed by the advertisement agency through email or any other means to this office, in advance for not being able to publish the advertisement within the specified time limit as stipulated by CPRO's office of such incidents. The amount of penalty shall be decided by the CPRO's office which shall not be less than 20% of the bill amount of the particular release order.

CPRO's office reserves the right to decide not to pay the cost of the advertisement in the said newspaper in which the advertisement has appeared with incorrect details such as advertisement in not in language of the newspaper or wrong translation or wrongly publishes the date or tender number or EMD of the tender or cost of the tender or any other such items, or to publish the same advertisement with all correctness in the next issue of the newspaper for which the advertisement agency has to borne the cost of the such advertisement and/or to levy a penalty of not paying the advertisement agency for the said wrong advertisement.

CPRO's office also reserves the right to decide on any such penalty as deemed

fit for an advertisement wrongly published which comes into notice of this office and which may affect the award of tender at a later stage, the CPRO's office shall deduct the total cost of the said advertisement from the Security Deposit.

- 9.3 The duration of contract will be for a period of 02 years from the date of issue of the letter of empanelment which can be extended by further 06 months from the date of completion of the empanelment period with the approval of General Manager. The successful applicant shall be required to execute and agreement on non-judicial stamp paper of suitable value attested by notary public/oath commissioner/first class magistrate. The cost for execution of the agreement will be borne by the advertising agency (Authority : RB's Lr.No.2022/Trans/01/policy/PR dated 09.06.2022).
- 9.4 The CPRO offices reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
- 9.5 IR Standard GCC-April 2022. Para 16(2)(i) Refund of Security Deposit: SD will be returned after receiving No Claim Certificate from the firm. (Authority : RB's Lr.No.2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022)
- 9.6 "Guarantee Bonds submitted by Contractors – Streaming of procedure" Accounts Office Sl.No.6 "In any case, if the bank guarantee is not renewed, bills should not be passed for payment". (Authority: RB's Lr.No.2005/AC-II/25/19 and RBA No.52/2005 dated 08.09.2005)

10.0 Payment Terms and Conditions

- 10.1. The Advertising Agency will have to submit voucher copies of all the advt. published strictly within 15 days of publication of the advertisement, to the concerned officers of HQ/Division in whose favour the said advertisement has been published, failing which no payment will be made for such advt. The Release Order (RO) may be then treated as cancelled and payment denied.
- 10.2. Railway will make payment after fulfillment of the conditions above and due check of the bills submitted along with proof of published advertisement(s) with tear sheets of newspapers i.e., proof published advertisement(s) and agency 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. The Advertising Agencies will deal with the newspapers in all matters at their level in respect of payments and Railway will have no liability and/or responsibility in this regard.

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Chief Public Relations Officer
South Western Railway/Hubballi

While submitting the bills, the following shall be certified:

- a. All the bills received from the newspapers/media have thoroughly been checked and found correct in all respect as per terms and condition of the Contract Agreement.
- b. The amount charged by the newspapers / media has been checked in respect of rates approved by the DAVP/BOC in vogue, on the day of release of Advt. and found correct.
- c. The advertisement published by the newspapers has been checked and found to be published as totally correct and Contract Agreement in respect to the font size, line spacing approved matter size matter published, date of publication and the issue/edition of the newspaper/print media.
- d. The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers/media as specified in the Release Order and media plan issued by South Western Railway and was directly issued to the media house by us without employing any other agency/party.
- e. Our Advt. Bills (Advt. Agency bill) in question has thoroughly been checked and is preferred as correct in all respects even if, later any discrepancy is detected the Advt. Agency will undertake corrective measures, including reimbursement of excess charges immediately.
- f. The bill must be raised for the complete release orders, not in part. Bills not accompanied with tear sheets of the newspapers, proof of broadcast /telecast/ display containing published advertisement, will not be honored. No commission will be paid by Railway to Agencies.
- g. All bills will be checked thoroughly by the officers concerned (in whose favour the said advertisement has been published) and payment will be made by the concerned finance officer of HQ/Divisions/Workshop/Construction Units through NEFT/ECS/RTGS.

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Chief Public Relations Officer
South Western Railway/Hubballi

Witness-1: Signature: _____
Name: _____
Address: _____

Age: years

Witness-2: Signature: _____
Name: _____
Address: _____

Age: years

Date: _____

Place: Hubballi

(Authorized Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

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 letter of even no. _____, dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited 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, Railways is also free to invite a bid to procure the balance services without your participation, starting from the date is issue of this notice.

Kindly acknowledge receipt.

Yours faithfully

(Authorized Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

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

(Authorized Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

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

(Authorized Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

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

(Authorized Signatory of the Agency)
With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

**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 clamant) 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 _____

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Chief Public Relations Officer
South Western Railway/Hubballi

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:

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With Seal of Agency

Chief Public Relations Officer
South Western Railway/Hubballi

Covering letter to be submitted with the offer

**The Chief Public Relations Officer
South Western Railway,
5th Floor, Rail Soudha, Gadag Road,
Hubballi – 580020.**

**Sub: Application for empanelment of Advertising Agencies with CPRO of
South Western Railway.**

1. Name of the Agency _____
2. Full Address _____
3. Earnest money attached
4. List of documents to be submitted: (Details of ownership and organization structure of the agency. Copy of 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.)**
5. 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, or original bills to be submitted.
6. 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
7. Details of other additional infrastructure and manpower available at local office.
8. 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
9. Year and place of INS Accreditation (attach the certificate)
10. Certified Turnover in Rs (Crore). in last 3 years

11. Willing to service on holidays/ beyond office hours. Yes No

12. Any other information which the applicant feels necessary to bring to the notice of South Western Railway Administration.

I/we have perused the attached Terms & Conditions for empanelment of Advertising 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: _____

Profile of the Personnel

S.No.	Designation	Required Profile
1.	Project Lead or equivalent	Qualification: Graduate in Mass Communication/ Journalism/ PR or equivalent Years of experience: (to be mentioned) Expected Role: This person shall be the focal point of contact with South Western Railway. This person will function as the campaign manager– cum-team leader
2.	Content Writers or equivalent	Qualification: Any Graduate Years of experience: (to be mentioned) Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.
3.	Creative Ad Designer or equivalent	Qualification: Any Graduate with Diploma in Multi-media or equivalent Years of experience: (to be mentioned) 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

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 letter of even no. _____, dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited 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, Railways is also free to invite a bid to procure the balance services without your participation, starting from the date is issue of this notice.

Kindly acknowledge receipt.

Yours faithfully

REVOCATION OF PERFORMANCE NOTICE

_____ RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

3. Your attention is invited to this performance notice issued by this office vide letter no..... dated
4. 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

7 DAYS NOTICE

_____ RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

4. 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.
5. 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.
6. 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

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

**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:

- d. Claim 1 – Detailed at Annexure –
- e. Claim 2 –
- f. 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 clamant) 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 _____

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:

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