



CIN- L74899DL1999GOI101707

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)- 2022**

**EOI No- IRCTC/CO/TRSM(MISC)/27/2020/Tourism/CO**

**Sub:- Empanelment of Advertisement Agencies for selling of interior & exterior of both the Tejas trains.**

Empanelment of Advertisement Agency/(ies) will be for a period of two years by payment of One time empanelment fees of Rs. 2 lakhs which may be extended further for one year on mutual consent and based on payment of Annual Renewal Fee of Rs. 1 lakh.

Applicable EOI Document:

Empanelment of Advertisement Agency for Tejas trains.

Last date and time submission:

1500 hours of last working day of every month.

Date and time of opening:

1515 hrs of same day on submission of EOI documents

Intending Advertisement Agency shall be eligible to apply for empanelment after the cutoff date also. However, application received after the cutoff date shall be scrutinized periodically i.e. every month as per empanelment guidelines prevailing at the time of receipt of fresh application. If empanelled, empanelment shall remain valid, subject to provision of earlier termination, upto the period firms have been empanelled through this process.

Address:

IRCTC Ltd, M-13, Punj House, opposite Gopal Das Building,  
New Delhi-110001.  
Contact No.- 011-23701101.





CIN- L74899DL1999GOI101707

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

**EXPRESSION OF INTEREST (EOI) - 2022**

For

**Empanelment of Advertisement Agencies for selling of interior & exterior of both the  
Tejas trains**

| S. No. | Event Description           | Event Date & Time  | Event Location   |
|--------|-----------------------------|--|--|
| 1      | Commencement of EOI process | From the date of uploading on the site                               | Corporate Office- M-13 Punj House, New Delhi-110001, Contact No.- 011-23701101 |
| 2      | Date and time of submission | Last day of each month before 1500 hrs as prescribed in EOI document |  |
| 3      | Date and Timing of opening  | At 1515 hrs on last date of submission of EOI                        |  |
| 4      | Issue of empanelment letter | Within one month from the date of opening of EOI                     |  |

Address: IRCTC Ltd, M-13, Punj House, opposite Gopal Das Building, New Delhi-110001.

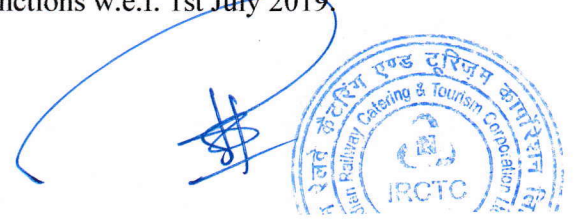
Website: [www.irctc.com](http://www.irctc.com)

E-mail: [rcrnair2474@irctc.com](mailto:rcrnair2474@irctc.com).



**General instructions to Applicants for E-tendering**

- i. This EOI can only be viewed at <http://www.irctc.com> & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in "EOI."
- ii. Non- refundable One- time empanelment fee of financial value of Rs. 2,00,000/- (Rupees Two Lakhs only) shall be paid through the e-tendering website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non submission of the said non- refundable One- time empanelment fee through e-tendering website, the proposal for empanelment will be summarily rejected. It may be noted non- refundable One- time empanelment fee is mandatorily to be deposited for a period of 2 years. It may also be noted that Non- refundable One- time empanelment fee deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the EOI, it is mandatory for the bidders to register themselves on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of proposal for empanelment; Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Eligibility Criteria.
- v. Corrigendum/Addendum to this EOI, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of EOI on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.
- vii. The digital signature of the applicant on the EOI form will be considered as confirmation that the applicant has read, understood and accepted all the documents referred to in the EOI. It may please be noted that in case of deviation by Applicant, application will be summarily rejected without further correspondence/communication.
- viii. In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-
  - i) A member of the institute in practice shall generate Unique Document Identification Number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icaai.org](http://www.icaai.org) at the relevant time:-
    - a) For all Certificates w.e.f. 1st February, 2019.
    - b) For all GST and Tax Audit Reports w.e.f 1st April 2019.
    - c) For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.

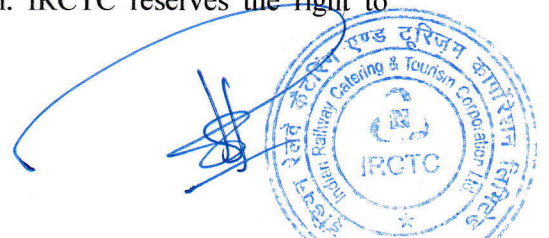




All applicants are directed to submit the certificate(s) issued by Chartered Accountant with UDIN mandatorily.

**Disclaimer**

1. This Expression of Interest ("EOI") is being issued by the Indian Railway Catering and Tourism Corporation Limited ("IRCTC") for the purpose of providing certain information to the Applicants to participate in the Process for empanelment of qualified applicants for Centralized Empanelment of Advertisement Agencies for selling of interior & exterior space/ area for Tejas trains operated by IRCTC on two different sections i.e. Lucknow- New Delhi- Lucknow and Ahmedabad- Mumbai- Ahmedabad.
2. The information contained in this EOI document is being provided by IRCTC for the limited purpose of enabling the applicants to submit a response to this EOI for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI.
3. The information contained in this EOI or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of the IRCTC or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
4. This EOI is not an agreement or offer by the IRCTC to prospective applicants or any other person. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
5. This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
6. Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
7. This EOI may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI.
8. Nothing in this EOI shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the applicants in connection with the preparation or submission of their application. IRCTC reserves the right to





amend this EOI or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the applicants.

9. IRCTC also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this EOI.
10. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
11. All representations/queries etc pertaining to this document may be addressed to GGM/Tourism, IRCTC Corporate Office, M- 13, Punj House, opposite Gopal Das Building, Connaught Place, New Delhi – 110001.
12. Laws of the Republic of India are applicable to this EOI and subject to the Jurisdiction of Courts situated at Delhi only.

#### Invitation for EOI

This EOI sets out the requirements that must be satisfied by applicants for getting empanelled as service provider in order to participate in the process of open tenders for Centralized Empanelment of Advertisement Agencies for selling of interior & exterior space/ area for Tejas trains operated by IRCTC on two different sections i.e. Lucknow- New Delhi- Lucknow and Ahmedabad- Mumbai- Ahmedabad and it is an invitation to applicants to submit their profile/documents for empanelment as IRCTC Authorized Advertising Agency- IRCTC Corporate Trains (IAAA- ICT).

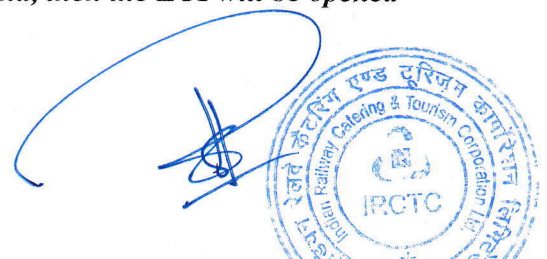
Applicants may download the EOI document from the IRCTC's website (<http://www.irctc.com>).

#### Schedule of Process

The following are important dates in respect of the process for empanelment. IRCTC reserves the right to amend by extending the stipulated dates for commencement of sale of EOI document, meeting & submission of EOI document without incurring any liability whatsoever. In the event of changes/extension, IRCTC shall intimate the same through addendums/amendments on the website. IRCTC also reserves the right to cancel or discharge the EOI process without assigning any reason.

| SN | Event Description                | Event Date& Time   |
|----|----------------------------------|--|
| 1  | Commencement of EOI process      | From the date of uploading on the site. Continue process on monthly basis. |
| 2  | Last date and Time of Submission | Last day of each month before 1500 hrs as prescribed in EOI document       |
| 3  | Date and Time of opening         | At 1515 hrs on last date of submission of EOI                              |
| 4  | Issue of Empanelment Letter      | Within one month from the date of opening of EOI                           |

**Note:** In case, last day of working is National Holiday/ Weekend, then the EOI will be opened on next working day on same time i.e. 1515 hrs.



EXPRESSION OF INTEREST (EOI)

**OBJECTIVE:**

*For Centralized Empanelment of Advertisement Agencies for selling of interior & exterior space/ area for Tejas trains operated by IRCTC on two different sections i.e. Lucknow- New Delhi- Lucknow and Ahmedabad- Mumbai- Ahmedabad.*

**BACKGROUND:**

*IRCTC is one of the largest e-commerce player in the travel space with a very strong consumer reach and in-depth understanding of consumer demographics. IRCTC (Indian Railways Catering & Tourism Corporation Ltd.) operates 02 corporate trains namely Tejas Express Trains on the section Lucknow – Kanpur – Gaziabad - New Delhi & Ahmedabad – Nadiad Jn - Vadodara – Bharuch Jn – Surat – Vapi – Borivali – Andheri - Mumbai.*

*IRCTC offers opportunities to reach out to passengers travelling in IRCTC Tejas Trains, passengers/ people travelling from the designated Railway Stations and network spread out on the route. IRCTC offers focused advertisement targeting of rail based passengers and people spread around the Rail lines of these IRCTC Tejas Trains.*

*The current policy is floated to empanel the advertising agency / Ad Network or similar companies for selling the advertising options available on IRCTC Corporate Trains and the request for empanelment along with hard copies of the documents which are received on every month will be considered for empanelment on last day of every month. In case last day is either holiday or non- working day then it will be processed on next working day.*

**SCOPE OF WORK:**

1. Who-so-ever is the firm/ organization/ company which get enrolled for empanelment with IRCTC shall be called as “IRCTC Authorized Advertising Agency- IRCTC Corporate Train” (IAAA- ICT)
2. IRCTC have already identified the advertisement places/ areas along with the standard rates for usage of interior and exterior places/ areas of IRCTC Corporate Trains. List attached as Annexure- A.
3. IRCTC identified advertisement places/ areas may increase or decrease on the basis of number of coaches. Information of advertisement places/ areas changes will be communicated to IAAA- ICT by e-mail.
4. IAAA- ICT should have the capability to sell the advertisement places/ areas of IRCTC Corporate Trains.
5. IRCTC two Corporate Trains have provided travelling service to thousands of passengers since the commencement of their operation. Apart from the passengers of





## Empanelment of Advertisement Agency for Tejas trains

Tejas trains, the advertisements will be visible to passengers at various Railway Stations at different cities from where either passes or stops.

6. IRCTC is also not providing any exclusivity to the IAAA- ICT for selling the advertisement places/ areas on IRCTC Corporate Trains. IRCTC will continue to directly sell the advertisement inventories as per the defined standard rates.
7. Only IRCTC is authorized to change the rates of respective areas.
8. IAAA- ICT shall share the copy of the original release order (RO)/ purchase order (PO) of the advertiser with IRCTC.
9. IRCTC will release the commission to respective IAAA- ICT only when IRCTC receives the original RO along with full payment.
10. Creative and advertisement clashing with the IRCTC Interest will be summarily rejected.
11. It is the responsibility of the IAAA- ICT to take the prior approvals of the advertisements but still if any complaint arises due to content of the advertisement then IAAA- ICT has to ensure that the same should be responded and should be rectified/ resolved as soon as possible.
12. Any change in composition of rake and the advertisement position which may impact the advertiser's business with IRCTC will be informed in advance to IAAA- ICT.
13. IRCTC will issue an IRCTC Authorized Advertising Agency- ICT certificate to the qualified empanelled agency and their name will also be published on IRCTC websites i.e. [www.irctctourism.com](http://www.irctctourism.com), [www.irctc.co.in](http://www.irctc.co.in) and [www.irctc.com](http://www.irctc.com).
14. IAAA- ICT shall strictly follow the terms and conditions as defined by IRCTC time to time regarding execution of advertisement on IRCTC Corporate Trains.
15. IRCTC shall not promote advertisement based on discrimination based on gender, religion, race, nationality, disability or sexual orientation. Also not promoting content that contain or promote pornography, nudity, gambling, casino, black magic, astrology, get rich quick, politics, religion, sexual & reproductive health, references to sex & sexuality, esoteric and any other objectionable goods or services.
16. As in case of natural calamity/ unpredictable situation and spread of contagious disease like COVID- 19, there might be situation of running less number of trips as compared to normal situation or in case of restriction imposed by Ministry of Railways, the operation of train may put on halt. Hence, same situation may be informed to party by IAAA- ICT, that IRCTC will not be held responsible for the situation.
17. Release/Purchase order of less than Rs. 50,000 will not be entertained for direct advertisements.
18. Multiple creatives/ advertisements can be served with no additional cost, provided no



targeting parameters are added by advertiser.

19. Creatives/ Branding/ Advertisements should be shared preferably 07 days in advance, depends upon choice of branding provider, same will be approved by IRCTC and advertiser.
20. Advertisers should take prior approvals of the ads from IRCTC.
21. The requested ad bookings/dates will be confirmed only on formal Purchase Order (PO) & advance payments received by IRCTC on first come first serve basis.
22. The advertisement will be displayed as per the date mentioned in the PO.
23. In case IRCTC is not able to execute the full campaign after receiving the payment then refund will be given on pro-rata basis.
24. RDSO certified printing & pasting material may be used for the coaches.
25. **Co-branding exclusions:** The negative list are only illustrative in nature and not comprehensive:
  - a. Surrogate advertisements.
  - b. Advertisement of drugs, alcohol, cigarette or tobacco items.
  - c. Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860.
  - d. Any content that threatens or adversely affects the public image of IR/ State/ Central Government or IR's ability to operate its facilities or IR's ability to attract and preserve patronage of passengers.
  - e. The negative list as per local outdoor advertisement policy, if any.
  - f. Branding by political parties, religious institutions/ outfits and individual personalities.
  - g. Advertisement banned by the Advertising Council of India or by law.

*This empanelment does not qualify for marketing & selling of other products of IRCTC like Saloon tour & packages, Luxury Tourist Trains- Maharajas' Express & Golden Chariot, tours operated through Buddhist Circuit Special Train, etc.*





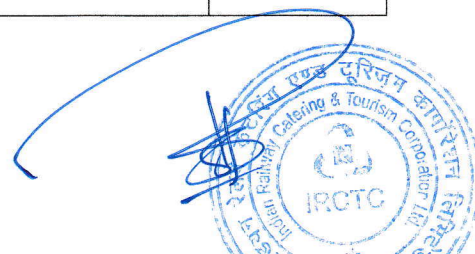
**Instructions to the Advertisement Agencies**

1. Empanelment document can also be downloaded from website [www.irctc.com](http://www.irctc.com).
2. Documents can be submitted through e-tendering and scanned documents can be enclosed in "pdf format".
3. The applicant should submit complete set of documents in support of specified Eligibility Criteria. However the competent authority reserves the right to call for clarifications or additional documents in case of non provision or partial provision of documents.
4. Documents submitted in addition to requested Documents substantiating the credentials of the firm and for meeting the stipulated eligibility criterion should be serially numbered on the top right hand corner of every page.
5. The requisite of **Non- refundable One- time empanelment fee** of financial value of Rs. 2,00,000/- (Rupees Two Lakhs only) for empanelment of advertisement agency, should be enclosed with Cover page of the e-tender Document. The same shall be retained by IRCTC till the validity of empanelment i.e. 2 years.
6. The details of **Non- refundable One- time empanelment fee** or details of NEFT/ RTGS may also be mentioned in bid document and in format of eligibility criteria.
7. IRCTC reserves the right to inspect establishments/ offices of the agency by its officials or through any other agency as instructed by IRCTC. IRCTC also reserves the right to cancel the empanelment process at any time without assigning any reasons thereof.
8. Incomplete offers and offer not completed with **Non- refundable One- time empanelment fee** / NEFT/ RTGS details are likely to be rejected. Offers without Digital Signature shall be considered as incomplete.
9. IRCTC reserves the right to terminate the empanelment process at any stage and will not be responsible for any loss or damages which the agency may incur in the process. The offers can be rejected without assigning any reason.
10. The period of two years shall necessarily be from the date of empanelment of the qualified agencies.
11. There is no restriction on the numbers of qualified agencies. Qualification solely depends on evaluation and fulfillment of specified Eligibility Criteria.



## EXHAUSTIVE CHECK LIST FOR ELIGIBILITY CRITERIA:

| S No | Eligibility Criteria   | Documents Req'd.  | Corresponding Page Nos. |
|------|--|---|-------------------------|
|      |  | (to be filled by the applicant)   |                         |
| 1    | Name and full address of the applicant with Telephone, Fax Number(s) & Email address and Name of Contact Person.   |   |                         |
| 2    | Details of EOI Empanelment Fee/ NEFT/ RTGS – through tender wizard portal.   | Rs _____  |                         |
| 3    | PAN Card No.   | Self attested copy of (PAN) Card.   |                         |
| 4    | GSTIN  | GSTIN Registration certification  |                         |
| 5    | <b>Incorporation Certificate</b> of Company/ Individual/ Proprietorship/ Partnership Firm– Please Specify  | Specify the type of Business/ Firm and accordingly submission of certification i.e. Incorporation Certificate/ Partnership Deed, etc.                     |                         |
| 6    | Copy of <b>Income Tax Return</b>   | Should be an Income tax payee Income Tax Returns (ITR) of last three financial years in this effect should be produced as documentary proof.              |                         |
| 7    | <b>Financial Documents:</b><br>The Company / Partnership firm / Proprietor have to submit its Audited Balance Sheet of <b>last 2 financial years.</b>  | Details of Balance Sheet and P&L account may be provided with Membership number of Chartered Accountant or firm with visible UDIN No.                     |                         |
| 8    | <b>Net Worth:</b><br>Company / Partnership Firm / Proprietor should have a Net Worth of more than <b>Rs. 50 Lakhs as on 31.03.2022.</b>  | Document for last Financial year duly certified by a Chartered Accountant to be submitted with UDIN No.   |                         |
| 9    | <b>Turnover from Advertisement Business in Financial Years:</b><br>The Company / Partnership Firm / Proprietor should be having <b>minimum turnover of Rs. 25 Lakhs per annum</b> from advertisement business each of last 2 preceding financial year (2019-20 & 2020-21) and it should be certified by CA | Should be clearly stated through audited reports / Balance sheets or certificate from Chartered Accountant along with GST return for the applicable year. |                         |
| 10   | Self-declaration certificate about <b>experience</b> in relevant field with few of samples done will be provided on letter head of the company   |   |                         |
| 11   | <b>Affidavit</b> that company is not involved in any major litigation and also not blacklisted by any Government department  | Format as <b>Annexure- E.</b>   |                         |





**TERMS AND CONDITIONS**

**1. Terms & Conditions of empanelment:**

- a. The company has to do marketing and promotion on behalf of IRCTC of the activities that they undertake.
  - b. Use of the IRCTC logo and name has to be purely for promotion of the IRCTC products only and will be such that it does not harm the image and brand name of IRCTC in any way.
  - c. In case of serious complaints regarding standard of service/ behavior, irregularities/ negligence and commission on the part of advertisement agency, IRCTC may take action by way of fines, warnings or even termination depending on severity of lapse/complaint, to be decided by GGM/ DTM.
2. For first scrutiny, the documents submitted by advertisement agency through e-tender **on or before 1500 hours of last working day of each month i.e. Jan/ Feb/ Mar/ Apr/ May/ June/ July/ Aug/ Sep/ Oct/ Nov & Dec** will be **opened on same day at 1515 hrs.** In case the day is declared as holiday, the applications shall be opened on the next working day at the same time.
3. Process of Empanelment shall remain open even after the cut-off date for submission of applications for first scrutiny. Intending Advertisement Agency shall be eligible to apply for empanelment after the cutoff date also. However, application received after the cutoff date shall be scrutinized periodically i.e. last day of every month, as per empanelment guidelines prevailing at the time of receipt of fresh application. Empanelment shall remain valid, subject to provision of earlier termination for the specific period.

**4. Business Commercials:**

- a. For any new campaign to be started IAAA- ICT is required to submit 100% advance payment of the amount campaign duration plus applicable taxes after deducting 20% commission amount to IRCTC. 100% Payment to be made within 3 days of issuance of LOA by IRCTC.
- b. For Bulk purchase (Minimum 60% of the total estimated value per train):
  - i. 10% additional commission will be provided to IAAA- ICT
  - ii. Campaign Duration: The minimum duration for bulk purchase will be 1 year. However, the advertisement agency is free to change the advertising content during the campaign duration.
  - iii. 3% of the contract value as security deposit has to be paid along with acceptance of LOA.
- c. General Payment Condition:
  - i. 50% of total estimated annual advertisement amount has to be paid within 3 days from the date of issue of LOA. Balance amount to be paid within 5 months from the date of issue of LOA, if the Advertisement period is for more than 6 months.
  - ii. 100% of total estimated annual advertisement amount has to be paid within 3 days from the date of issue of LOA, when the period is upto 6 months.
- d. Installation, maintenance and safe removal will be the obligation by the service provider. For Vinyl wrapping of coaches, Obliteration Deposit of Rs. 5,000/- per coach has to be deposited to IRCTC which will be released after completion of tenure and removal of vinyl by the agency.



- e. The agency should ensure that all advertisement fittings/ material shall not hamper the safety of coach/ passengers.
  - f. All payment to IRCTC shall be made by the advertiser preferably through online account only.
5. **Non- operational period for Advertisement Agencies:** The contract period of the contract with advertisement agencies will be considered for extension to an equal number of days on which the train was non-operational, provided the total non-operational days are more than 5% of the total operational days during the tenure of contract.
6. **Indemnity:** The company hereby agrees to keep indemnified and shall keep indemnified and hold harmless, IRCTC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.
7. **Payment Mode:** All payments should be made by empanelled agency to IRCTC in the designated account of IRCTC through our online mode only.
8. **Term of the empanelment:** The term of the empanelment will be valid for 2 years. The renewal of the empanelment will be done on the sole discretion of IRCTC along with payment of Annual renewal fee of Rs. 1,00,000/-. The Annual renewal fee is waived off if the agency has provided a business of Rs. 1 crore & above in last year of empanelment. But, the annual renewal fee of Rs. 1 Lakh is required to be paid if the agency has not provided a business of Rs. 1 cr & above during previous year.
9. **Exit Clause:** The empanelled "IRCTC Authorized Advertising Agency- IRCTC Corporate Trains" (IAAA- ICT) can exit from the empanelment after completion of one year and then also they have to give a one-month notice.
10. **Issuance of LOA:** Respective Zone will issue LOA within 02 working days after receiving of proposal from IAAA- ICT by e-mail.
11. **Taxes:** All the advertisements will be exclusive of applicable GST. GST or any applicable tax shall be payable extra.
12. **Misleading Content:** Advertisers should not promote any misleading content on IRCTC Corporate Trains.
13. **Government of India Guidelines:** Advertisers should follow all standards laid down by Government of India for advertisement and is responsible for any penal action under the existing laws of the territory.
14. **Advertisement areas and rates:** The number and standard rates of advertisement areas/ places on IRCTC Corporate Trains has been placed at "Annexure- A".





**15. Arbitration:**

- a. In the event any dispute arises between the parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicable in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 30 days, gives a notice to this effect, to the other party in writing.
- b. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question with reference to the contract and not resolved in terms of clause a, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- c. The parties hereto further agree to waive off the applicability of sub section 12 (5) of Arbitration and Conciliation (Amendment) ACT 2015 and will submit demand in writing that the dispute/difference be referred to arbitration along with format annexed hereto as Annexure- B. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- d. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not include in reference.

16. **Policy Contravention:** The existing clauses are not in contravention with existing agreement with Government of Goa & Uttar Pradesh, ICICI and HDFC Bank with IRCTC. In case of renewal by any of the mentioned party, the new rates issued in the policy can be offered and IAAA- ICT will not have any issue with the same, if the party (ies) directly contacts with IRCTC. However, the direct party shall not be eligible for commission.

17. **Intellectual Property Rights:** Except to the extent expressly stated otherwise neither party will acquire any right title or interest in any intellectual Property Rights belonging to the other party, or to the other party licensors "Intellectual Property Rights" means all copyrights, moral rights, patent rights trademark rights or in relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

18. **Compliance with Laws:** Each party will comply with applicable laws rules and regulations in fulfilling its obligations under this agreement besides instructions/ rules issued by Ministry of Railways.

19. **Confidentiality:** The recipient of any confidential information will not disclose the confidential information except to the employees, agents who need to know and who had agreed in writing to keep it confidential. The recipient will ensure that those people and entities use confidential information only to exercise right and fulfil obligations under this agreement, while using reasonable care to keep the confidential information confidential. The recipient may also disclose confidential information when required by law after giving reasonable notice to the disclosure, if permitted by law.

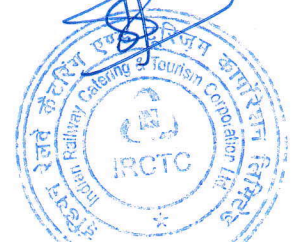
20. **Subletting:** The company / firm shall not sublet, transfer or assign the work or any part thereof to other party. In the event of the Company contravening this condition, IRCTC shall be entitled to terminate the contract. In such case the security deposit of the empanelled Company/Firm will be forfeited with other consequences of the termination.



**21. Termination:**

- a. Termination by IRCTC without Notice: IRCTC shall be entitled to terminate the empanelment forthwith in case of material breach of the policy.
- b. Upon Expiration or termination of the agreement for any reason
  - i. All rights and licenses granted will cease immediately.
  - ii. If requested, each party will use commercially reasonable efforts to promptly return to the other party, or destroy and certify the destruction of, all confidential information disclosed to it by the other party.

- 22. Governing Law and jurisdiction:** The services under the policy shall be governed by Indian Laws and the courts at Delhi shall have the exclusive jurisdiction as regards any claim or matter arising out of the policy.





## Annexure- A

## Description and rates of places/ areas to be used for marketing/ advertisement of brands

| SN | Particular                               | Location   | Size                          | Unit size                | Rate excluding GST per Unit size                           |  |  |   |
|----|--|--|-------------------------------|--------------------------|--|--|--|---|
|    |  |  |                               |                          | For 01 Month (Rs.)   | For 03 Months (Rs.)  | For 06 Months (Rs.)  | For One Year (Rs.)  |
| 1  | Train Name Branding                      | Name of train will be one of the brand with sticker on each Entrance, Panel & Destination Boards | 14"x1.5"<br>18"x48"<br>6"x48" | 4 Nos.<br>2 Nos<br>6 Nos | NA   | NA   | 15,00,000  | 25,00,000   |
| 2  | Exterior Branding through Vinyl wrapping | Exterior of Coach Sides (excluding coach windows )   | 950 sq ft                     | 1 Coach                  | NA   | NA   | 12,00,000  | 24,00,000   |
| 3  | Interior Branding                        | Space available at Gallery Area of coach (Electric Panel Side)                                   | 1.5 X 1.5 Sq Ft               | 2 Nos                    | Rs.1,100 per Sq Ft (excluding GST & installation charges). | Rs.3,100 per Sq Ft (excluding GST & installation charges). | Rs.6,200 per Sq Ft (excluding GST & installation charges). | Rs.12,400 per Sq Ft (excluding GST & installation charges). |
| 4  |  | Space available at Gallery Area of coach (02 washroom Side)                                      | 1.5 X 1.5 Sq Ft               | 2 Nos                    |  |  |  |   |
| 5  |  | Space available beside sliding door (Inside coach)   | 1.5 X 1.5 Sq Ft               | 3 Nos                    |  |  |  |   |
| 6  |  | Space available at Centre Table (Inside coach)   | 1.0 X 1.0 Sq Ft               | 2 Nos                    |  |  |  |   |
| 7  |  | Luggage Rack   | Glass of luggage rack         | 9"x76"                   |  |  |  |   |
| 8  | Window                                   | Vinyl wrapping with 70% visibility   | 1419 mm x 819 mm              | 8 Nos                    |  |  |  |   |
| 9  | LED TV*                                  | Inside coaches (Passenger  | Rake                          | 02 LED/ coach            |  |  |  | 20,00,000*  |



**Empanelment of Advertisement Agency for Tejas trains**

|    |  |  |           |                            |        |   |   |          |
|----|--|--|-----------|----------------------------|--------|---|---|----------|
|    |  | information display TV)  |           |                            |        |   |   |          |
| 10 | Meal Tray holder   | Meal Tray holder (Chair car)                                   | 13" X 10" | Per Coach (68 Nos / coach) | 4,500  | 12,500  | 25,000  | 50,000   |
| 11 | Meal Tray holder   | Meal Tray holder (Executive class)                             | 13" X 10" | Per Coach (48 Nos/ coach)  | 4,500  | 12,500  | 25,000  | 50,000   |
| 12 | Head Rest  | Head Rest (Chair car)  | 18" X 9"  | Per Coach (78 Nos./ coach) | 7,000  | 20,000  | 40,000  | 80,000   |
| 13 | Head Rest  | Head Rest (Executive class)                                    | 18" X 9"  | Per Coach (56 Nos./ coach) | 7,000  | 20,000  | 40,000  | 80,000   |
| 14 | On-board Marketing   | 2 persons  |           |                            | ---    | 25000 per journey   | ----  | ----     |
| 15 | PA system  | Jingles will be played in train after every 30 mins            |           |                            |        | On DAVP rates for commercial organization (As per Annexure C) |   |          |
| 16 | Infotainment System (audio/visual content & internet with whole set up to be provided, arrangement & maintained by IAAA-ICT) | Advertisement will be played between the movies, e-books, etc. |           |                            | 25,000 | 75,000  | 1,50,000  | 3,00,000 |
| 17 | Any space available inside coach including washroom  |  |           |                            |        |   | Rs.6200 per Sq Ft (plus GST & installation charges) for 6 months. |          |





**\*Note: LED Display (Point No- 9):**

- a. A duration of 1 hour time slot per day will be complimentary for IRCTC.
- b. The license fee/ total rental amount will be incremental by 10% annually from completion of 2 year i.e. after 2nd year the total rental/ license amount will be Rs. 22,00,000/- and so on so forth.

| Tariff  | 1st Year      | 2nd Year      | 3rd Year      | 4th Year      |
|---|---------------|---------------|---------------|---------------|
| Rental/ Lease amount  | Rs. 20,00,000 | Rs. 20,00,000 | Rs. 22,00,000 | Rs. 24,20,000 |
| Note: 10% increase annually after completion of initial two years. The base value of any fresh contract will be the LAR of the existing contract or last available contract, whichever is higher. |               |               |               |               |



**Annexure- B**

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

I/we \_\_\_\_\_ (Name of Agency/ Contractor) with reference to the agreement dated \_\_\_\_\_ raise disputes as to the construction and operation of this contract and demand arbitration in respect of the following claims.

Brief of Claim:

Claim 1 - Detailed at Annexure –

Claim 2 - Detailed at Annexure –

Claim 3 - Detailed at Annexure –

I/we \_\_\_\_\_ do agree to waive of applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of claimant \_\_\_\_\_

Signature of Respondent \_\_\_\_\_





## Annexure- C

**RATE CARD FOR AUDIO-VIDEO PRODUCTIONS (2012-15)**  
**DIRECTORATE OF ADVERTISING & VISUAL PUBLICITY**  
**M/O INFORMATION AND BROADCASTING**  
**SOOCHNA BHAVAN, LODI ROAD, NEW DELHI**

**RADIO SPOTS/JINGLES**

1) **Radio Spot:** The consolidated rates given below are for radio creatives which have only words/ speech, and do not involve composition of original music:

| Duration of Radio Spot | Master Version                    | Language Version                  | Re-recording | Shorter Version or Reediting of old Spots |
|------------------------|-----------------------------------|-----------------------------------|--------------|---|
| 1.1.Upto 30 seconds    | Rs.10,000                         | Rs.9,000                          | Rs.5,000     | Rs.3,000                                  |
| 1.2.31 to 60 seconds   | Rs. 15,000                        | Rs. 12,000                        | Rs. 5,000    | Rs.3,000                                  |
| 1.3.Above 60 seconds   | Pro-Rata, based on 60-second rate | Pro-Rata, based on 60-second rate | Rs. 5,000    | Rs.3,000                                  |

2) **Radio Jingle/Song/Signature Tune:** The consolidated rates given below are applicable to radio creatives which are partially or fully music based, with original composition:

| Duration of Radio Spot | Master Version                    | Language Version (with same or separate music track) | Re-recording | Shorter Version or Reediting of old Spots |
|------------------------|-----------------------------------|--|--------------|---|
| 2.1. Upto 60 sec.      | Rs. 30,000                        | Rs.15,000  | Rs. 10,000   | Rs. 5,000                                 |
| 2.2. Above 60 sec      | Pro-Rata, based on 60-second rate | Pro-Rata, based on 60-second rate                    | Rs. 10,000   | Rs. 5,000                                 |

3) **Definition of Consolidated Rates for Spot/ Jingle/ Song/ Signature Tune:** The consolidated rates include charges for script, production with good voices & music/audio and following software, master CD, one broadcast copy of CD, one DAVP copy of CD, and client copy of CD.

4) **Re-recording charges for Spot/ Jingle/ Song/ Signature Tune:** These charges would be admissible if script is changed after production is carried out as per the approved script and artists have to be called again for recording. No charges would be admissible if changes in spot/jingle can be made only through editing, within six months of the approval of the spot, even if spot was made as per approved script. This would include one broadcast CD copy, one DAVP CD copy and one client CD copy.



**Annexure- D**

**Checklist of Documents**

| S. No. | List of Documents  |
|--------|--|
| 1      | <b>Company Profile</b> - Office Address, Contact person, Website, Fax/ contact number.   |
| 2      | <b>Certificate of Incorporation</b> - Details of <b>proprietary firm/ Company/ Partnership firm</b>  |
| 3      | <b>PAN Card and GSTIN No. (if any)</b>   |
| 4      | <b>ITR</b> of last year with CA certification  |
| 5      | <b>Balance sheet</b> of last 2 years with CA certification   |
| 6      | <b>Net Worth</b> of Company with certificate of CA with UDIN (should be > Rs. 50 lakhs)  |
| 7      | <b>Minimum Turnover</b> from Advertisement Business of Rs. 25 lakhs in last 2 FYs, also certified by CA  |
| 8      | <b>Experience</b> with few samples on letter head of the company. The Copy of LOA and "Successful Work Completion" Certificate from a Government/ PSU to prove that the agency have undertaken works of Government/ PSU contract in last two years |
| 9      | <b>Affidavit</b> - company is not involved in any major litigation and also not blacklisted by any Government department. Format of Affidavit is provided in <b>Annexure- E</b> .  |





(Please note- No change in format/declaration is permitted)

Annexure- E

**AFFIDAVIT**

I, ....., S/o Sh. ...., aged about .....years,  
Prop/authorized signatory of..... do hereby solemnly affirm and  
declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and  
hence competent to sign and swear this affidavit.
2. That the company/firm namely.....has not been  
debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other  
CPSUs/Govt. Deptt.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by  
IRCTC/Railway/Ministry of Railway in future and understand that my empanelment  
shall be kept in abeyance for the period of ban/blacklisting.
4. That the affidavit is given for participation in empanelment process with IRCTC.

DEPONENT

**Verification**

I, the above named Deponent do hereby solemnly affirm and state that the contents of this  
affidavit are true and correct and no part of it is false and nothing material has been concealed  
there from.

Verified at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

DEPONENT

