

**INDIAN RAILWAY CATERING TOURISM & CORPORATION**  
**TENDER FOR MESSAGING PROCESS & ADVERTISING RIGHTS FOR IRCTC E/I-TICKET CUSTOMERS**

**Internet Ticketing Center,  
Indian Railway Catering and Tourism Corporation Limited (IRCTC)  
IRCA Building, State Entry Road,  
New Delhi-110055**

**TENDER DOCUMENT**

Cost of Document Rs. 5,000/-  
(Non – Refundable, vide draft on Scheduled Commercial  
Bank Favoring “IRCTC”)

**From**

**Group General Manager (ITS)  
Internet Ticketing Center,  
Indian Railway Catering and Tourism Corporation Limited (IRCTC)  
IRCA Building, State Entry Road,  
New Delhi-110055**

IRCTC is looking forward to having high quality advertisements by way of SMS while conveying the ticket details to the customer, who books and cancels the ticket through internet ticketing.

**ELIGIBILITY CRITERIA:**

- Consortium Partner/ Lead Bidder should be in existence in the mobile and computing space for at least five years.  
(Please submit a copy of ‘Certificate of Incorporation for the same.)
- Each Consortium Partner/ Lead Bidder should have annual turn over of Rs. 100 Cr in the financial year 2009-2010.
- Each of the Consortium Partner/ Lead Bidder should be a profit making entity as on March 31, 2009. (Please submit the Audited/CA Certified Annual Report, Balance Sheet and Profit & Loss Account).
- The Consortium Partner/ Lead Bidder’ should have operations spanned out across various cities in India and in this context any of the consortium partner should have minimum 7 offices in India.
- The consortium partner should have the ability to place advertising console
- The consortium partner must have experience in implementing USSD technology.

## TERMS AND CONDITIONS

1. The successful tenderer (herein after called Licensee) will be given the Messaging and Advertising rights for sending messages to IRCTC E/I – ticket customers and exhibiting commercial advertisements as header and footer in these messages.
  - On an average there are approx. 2.15 lakh Nos of E/I-ticket transactions per day.
  - Customer will get sms immediately after booking.Customer will also get SMS on cancellation of ticket(Approx 15% of 2.15 Lakhs bookings per day).
  - Each SMS will carry header and footer advertising to be monetized by the Licensee.
  - There are 160 characters available for the SMS out of which 80 characters shall be used for the information of ticket details. The successful bidder for advertisements can use rest 80 characters. Out of all these SMSs 25% of the SMS'es (for one year) shall be reserved for the use of IRCTC for their own promotion.
2. The Licensee before placement of advertisements shall submit for prior approval to the office of GM (Operations)/IRCTC, all Publicity material/ advertisements and the media. IRCTC retains the right to accept or reject the submissions and no compensation or claim in this regard will be entertained. The licensee shall be liable under all the applicable laws of the land. Licensee is also liable to abide by the various laws of State and Statutory Laws relating to advertisement/display of items.
3. The IRCTC Administration reserves the right to accept or reject any quotation. Authority for acceptance of otherwise of the quotation will rest solely with the IRCTC Administration, which does not bind itself to accept any quotation and not to assign any reason for rejecting the same.
4. The IRCTC will not accept the tender wherein the bidder has given conditional offer, and in such a case the offer will be out rightly rejected and earnest money will be forfeited in favour of IRCTC-.
5. Access to data for the purpose of messaging & advertisements shall be strictly regulated by the office of the General Manager (Operations)/IRCTC and the licensee is required to take necessary permissions in this regard from the office of GM (Operations)/IRCTC.
6. Periodical joint inspection will be conducted by IRCTC and discrepancy if any noticed or instructions issued by IRCTC Administration are not observed by the Licensee within a reasonable time, the IRCTC Administration also reserves the right to impose fine of Rs.5,000/- per irregularity.
7. For repeated violation of instructions, breach of agreement, IRCTC Administration has the right to cancel/terminate the agreement at the risk and cost of the Licensee, forfeiting the security deposit if any in its favour.
8. Submission of such a representation/s against notices/communication of IRCTC does not guarantee waiver of fine and penalties
9. The tender is not transferable.
10. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition Act, 1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify

the IRCTC Administration for any loss and damages suffered due to violation of its provision, including the litigation cost and expenses, if any, incurred by IRCTC due to such default.

11. If any approvals are required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. IRCTC may assist in submission of application. In case any fine is imposed the same will be recovered from interest free security money of the licensee.
12. The Licensee shall take into account the following aspects while selecting advertisements for representative on the same:
  - The advertisement is prohibited from carrying information or other items relating to alcohol and tobacco products.
  - The advertisement will have no objectionable and indecent portrayal of people, products or any terms.
  - Political advertisements are not permitted.
  - Surrogate advertisements will be permitted only if application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
13. Taxes/Municipal taxes if any applicable shall be borne by licensee and mode of payment will be as decided by IRCTC. **Service Tax as applicable from time to time will also be paid by the Licensee.**

#### **14. SURRENDER OF LICENSE**

If the licensee wants to surrender the contract he will be allowed to do so by giving 3 (three) months notice prior to intended date of surrender. In such a case, the Licensee will have to submit payment, if any up to intended date of surrender. Part surrender of license will not be accepted and termination will be considered for the full tender.

#### **15. TERMINATION OF AGREEMENT**

In the event of failure on the part of Licensee in payment of License fees or any other charges due IRCTC, breach of any of the terms and conditions of the agreement, IRCTC Administration will have the right to terminate the contract and to discontinue the display forthwith and confiscate the advertisement and other materials of the Licensee without prejudice to any rights available including forfeiture of the security deposit and department for a period of one year. The Licensee shall also be subject to all the notices issued from time to time by the office of General Manager (Operations)/IRCTC.

#### **16. DURATION**

Quotations will be considered for a period of one year. The IRCTC may cancel contract in case of violation of contract by party at any point of time.

#### **17. EARNEST MONEY**

Quotations will have to be submitted along with a Bank Guarantee of **Rs. 10,00,000 /- (Rupees Ten lakhs only/-) in the performa as per Annexure- A**. Demand Draft will be drawn in favour of "IRCTC". Tenders without or with less earnest money may be summarily rejected.

Earnest money will be returned to unsuccessful tenderers within 45 days of issue of award letter. **However, the same will be forfeited in the case of the successful tenderer failing to honor the offer made to the IRCTC as per quotations submitted by him vide this tender.** The successful tenderer/Licensee hereby voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other

consideration whatsoever on this account. The successful tenderer/Licensee hereby agrees voluntarily and unequivocally also not to enter into any correspondence whatsoever on this account with IRCTC. The earnest money of the successful tenderer will be adjusted against the revenue accruals and no interest will be payable on the same.

## 18. SECURITY DEPOSITS

The Licensee will submit **within 7 (Seven) days** of issue of the letter of acceptance an amount of Rs. 10 lakhs **as interest free security deposit in the performa as per Annexure- B**. The earnest money deposit of the successful tenderer will be adjusted against (interest free) **security deposit** before the commencement of the contract without occurring any interest for the due and satisfactory fulfillment of the terms and conditions of the agreement. **The security deposit will be refunded only on satisfactory completion of the full agreement/contract period, taking into consideration that all IRCTC dues are cleared.**

At no time subletting of rights for advertisement to other advertising agencies/ outdoor agencies or out of home advertising agencies would be permissible under this agreement. The licensee agrees voluntarily and unequivocally to place IRCTC messages at his own cost which lie vacant and not commercialized.

## 19. SCHEDULE OF PAYMENT

The payment shall be made every month by the licensee showing the documentary evidence.

## 20. PRICE STATEMENT

The bidders are requested to quote their bids in the following format

| S. No | Item  | Rate             |
|-------|---|------------------|
| 1     | Charges to be paid to IRCTC per SMS sent to customer. | Rs. ____ per SMS |

It should be noted that these charges shall be after paying all the duties & taxes and shall be net payment to IRCTC.

## INSTRUCTIONS TO TENDERERS

1. Quotations i.e. Tender Form duly filled in, terms & conditions each page duly signed along with Earnest Money and documents asked, be put in sealed cover addressed to the General Manager (Operations) , IRCTC, duly super scribed "**Tender for Licensing out messaging & advertising rights for IRCTC E/I-Ticket customers**" should be with General Manager (Operations) in his office **latest by 15:00 hours on 09/08/10**. The Tenders will be opened at **15:15 hrs** on the same day in the presence of the tenderer or their authorized representatives. If tender opening day is declared as holiday because of any unforeseen reasons, the tender will be opened at the same time on the next working day.
2. Tenderers are required to read carefully the contents of this document and to provide required information in sufficient detail so that the capabilities of the Tenderer can be fully appreciated and assessed.
3. Tenderers can be single firm/consortium/Joint venture.vi
4. All documents must be in English Language on each page of the application documents, other submissions and all the proformas with annexure are to be duly

completed. Each page of the **tender** documents and other submissions must be signed, numbered & stamped as a token of acceptance.

5. Successful tenderer only will be advised of the result of their application. It should be noted however, that IRCTC will not be obliged to discuss any aspect of the evaluation process or declare, the result of evaluation.
6. Tenderers should note clearly the date and time of submittal of tenders. No late or delayed tenders will be accepted. Tenderers are reminded that no supplementary material will be entertained by IRCTC after the submission of **Tender**. But clarification if necessary can be asked in writing within prescribed date. The evaluation will be done only on the basis of documents submitted at the time of submission of **Tender Document**.
7. Tenders will not be considered if they make misleading or false representations in statements, attachments, documents, proformas & annexure submitted as proof of the requirements, IRCTC reserves the right to get the documents verified.
8. The address of submission of the tender is:

**General Manager (Operations)**  
**Internet Ticketing Center,**  
**Indian Railway Catering and Tourism Corporation Limited (IRCTC)**  
**IRCA Building, State Entry Road,**  
**New Delhi-110055**

9. The tenders should be accompanied with the following:-
  - A) Name of the firm.
  - B) Whether it is sole proprietary Firm Partnership firm, Private Limited Company  
Attach registration certificate or other details in proof.
  - C) Address of the firm
  - D) Telephone No.
  - E) FAX-No.
  - F) E-mail
  - G) Credentials of the Firm
  - H) Sample messaging executed in last 3 years
  - I) Audited Balance Sheet of last three years.
  - J) The list of Companies for which advertisement have been done/executed.

## **10. Force Majeure**

Neither IRCTC nor the LICENSEE shall be able for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, either party may be e n t e r e d to terminate this agreement, by giving a notice of one week to the other party. If there is any change in the above dates no claim whatsoever shall be entertained.

## **11. Conciliation and Arbitration**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be

referred to a sole conciliator. IRCTC will nominate three names from the panel from which the licensee can accept and agree to any one.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The Licensee will have no objection if the sole conciliator is an employee of IRCTC. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in Para below; "*Arbitration Procedure*".

The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

## **12. Arbitration Procedure**

If the efforts, to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Managing Director, IRCTC. The licensee will have no objection if the sole arbitrator is an employee of IRCTC. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne equally by the parties.

## **13. Rules governing Arbitration Proceedings**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

## **14. Jurisdiction of Courts**

The Court at Delhi/New Delhi only shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

**15.** IRCTC reserves the right to cancel the agreement with or without any notice and forfeit the security deposit in its favour in case it is brought to its attention an act of criminal nature has been committed by the licensee/ successful tenderer. The decision in the matter of determination of the act being criminal or not, vests solely with IRCTC and no claim, compensation, damages or any other consideration whatsoever will be considered. The licensee hereby agrees unequivocally and voluntarily not to seek any claim, compensation, damages or any other consideration on this account.

## **16. Day to day Management:**

All issues with regard to day to day administration/ management, including collection of dues, billing, imposition of fines, waiver, conciliation and arbitration, surrender and termination of agreement/contract including issue of no objection certificate and all other issues whatsoever connected with this agreement/ contract will be done by the office of General Manager (Operations)/IRCTC.

**PROFORMA OF BANK GUARANTEE FOR TENDER GUARANTEE  
(ON NON-JUDICIAL STAMP PAPER OF RS. 100, WITH STAMP OF BANK)**

Ref . .....

Date .....

Bank Guarantee No.....

.....

To,  
Internet Ticketing Center,  
Indian Railway Catering and Tourism Corporation Limited (IRCTC)  
IRCA Building, State Entry Road,  
New Delhi-110055

Dear Sir,

In accordance with your invitation to tender No. .... M/s  
..... hereinafter called the  
tenderer with the following Directors on their Board of Directors/ Partners of the firm :

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

Wish to participate in the said tender for the supply of .....  
.....As a Bank  
Guarantee against Bid Guarantee for a sum of  
..... (in  
words & figures)valid for (180) one hundred and eighty days from the date of opening of the  
Tender viz ..... is required to be submitted by the  
tenderers as a condition for the participation, this bank hereby guarantees and undertakes  
during the above said period of (180) one hundred and eighty days to immediately pay, on  
demand by the Group General Manager (ITS) Internet Ticketing Center, Indian Railway  
Catering and Tourism Corporation Limited (IRCTC) IRCA Building, State Entry Road, New  
Delhi-110055, INDIA in writing the amount of  
..... (in words & figures) to the said Group  
General Manager (ITS) , Indian Railway Catering and Tourism Corporation Limited., New  
Delhi, INDIA, and without any reservation and recourse, if :-

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the prior written consent of the purchaser; or
- (ii) the tenderer withdraws the said bid within 180 days after opening of bid; or
- (iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the Conditions of Contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on ..... If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s ..... on whose behalf this guarantee is issued.

Date .....

Signature .....

Place .....

Printed Name .....

Witness :

1. .... (Designation)

.....  
(Bank's Common Seal)

**PROFORMA OF BANK GUARANTEE FOR CONTRACT  
PERFORMANCE GUARANTEE BOND**

Ref ..... Date .....

Bank Guarantee No. ....

To  
Internet Ticketing Center,  
Indian Railway Catering and Tourism Corporation Limited (IRCTC)  
IRCA Building, State Entry Road,  
New Delhi-110055

1. Against contract vide Advance Acceptance of the Tender No..... dated ..... covering ..... supply of.....(hereinafter called the said contract') entered into between the Group General Manager (ITS), Indian Railway Catering and Tourism Corporation Limited ,Delhi (hereinafter called the Purchaser) and ..... (hereinafter called the "Contractor"), this is to certify that at the request of the Contractor we, ..... Bank, Ltd., are holding in trust in favour of the Purchaser, the amount of ..... (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused or likely to be caused to or suffered by the Purchaser (India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.
2. We, ..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till ..... (180 days beyond date of last shipment/ delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us, .....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us..... Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we, .....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
  
4. We, .....Bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of Purchaser or any indulgence by the Purchaser to the said Contractor or by any other matter or thing whatsoever, which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.
  
5. We, .....Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date .....

Signature.....

Place.....

Printed Name .....

Witness: .....

.....  
(Designation)

.....  
(Bank's Common Seal)