



इंडियन रेलवे केटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम-मिनी रत्न)
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Govt. of India Enterprise-Mini Ratna)

CIN-L74899DL1999GOI101707" E-mail : info@irctc.com Website : www.irctc.com

Cancellation Mailers Promotion

"Let your product reach the right customer at the right time"

IRCTC offers a wonderful opportunity to reach out to an exclusive customer base of over 10.5 Crore Creditworthy, Internet savvy users spread across the country and all over the world.

1. **Advertisement on ticket Cancellation mailers:** IRCTC offers excellent opportunity to various companies for showing 728*90 (In Pixels) medium leaderboard banner to about 14 lakhs ticket cancellation mails sent by IRCTC through ticketadmin@irctc.co.in email.
The invoice will be raised before the start of the campaign and the payment has to be done in advance and minimum order should be 5 lacs booking/cancellation mailers advertisement. The following is the pricing model for showing the banner advertisement on ticket confirmation and cancellation mailers.

INR rates/Mail

User Base/ Ticket status Mails	>5 Cr	3 -5 Cr	1-3 Cr	50 L-1 Cr	25-50 L	10-25 L	5-10 L
Non-Targeted	0.17	0.19	0.23	0.26	0.32	0.39	0.47
Targeted	0.25	0.28	0.31	0.35	0.40	0.47	0.59

Note: GST will also be applicable on over and above charges.

2. **Objectionable Content:**
 - a) Any Objectionable or Banned category/Restricted content as per the Government of India Policy in either promotional Mail or SMS shall not be included in the creatives provided by the advertising agency.
 - b) The advertising agency will not infringe any copyright of any person/Company while formulating the creatives.
 - c) The advertising agency should ensure that creative should be shared with IRCTC before making any campaign live else the creative content will not be made live.
 - d) The approval for creative content of the promotional campaign will be done by IRCTC within 48 hours after sharing the creatives.
3. **Campaign Priority:** The campaign will be executed on first cum first serve basis.
4. **Misleading Content:** Advertisers should not send any misleading content in promotional SMS and Email.
5. **Government of India Guidelines –** Advertisers should follow all standards laid down by Government of India for sending promotional SMS and Email and is responsible for any penal action under the existing laws of the territory.
6. **Indemnification-** The advertising agency should agree to indemnify and hold IRCTC harmless with respect to any claims or actions by third parties against IRCTC based upon creative content prepared by the advertising Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright.
7. **Miscellaneous**
 - a) Settlement of Dispute/Arbitration (Between IRCTC and Empaneled Media Agency or Advertiser)

पंजीकृत एवं कॉरपोरेट कार्यालय : 11 वां तल, स्टेट्समैन हाऊस, बी-148, बाराखम्बा मार्ग, नई दिल्ली-110 001 दूरभाष : 011-23311263-64 फैक्स : 011-23311259

Regd. & Corp. Office : 11th Floor, Statesman House, B-148, Barakhamba Road, New Delhi-110 001 Tel.: 011-23311263-64 Fax : 011-23311259

IT Deptt. : Internet Ticketing Center, IRCA Building, State Entry Road, New Delhi-110055, Tel. : 011-23345804, 23345805 Fax : 011-23741117



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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 endeavor to settle such dispute amicably in the first instance in accordance with the following matrix:

- I. The authorized marketing representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of event.
 - II. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other Party in writing. Thereafter, such dispute shall be resolved in the manner as set forth below.
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- b) In case of any dispute, controversy or claim arising out of or relating to this Agreement, or any matter or issue arising there from which is unresolved by amicable settlement ('Dispute') it shall be resolved in accordance with Arbitration and Conciliation Act 1996. Such Dispute shall be referred to the Sole Arbitrator to be mutually appointed by the Parties as per the provisions of the Arbitration and Conciliation Act, 1996.
 - c) In case, the Parties fail to appoint Sole Arbitrator within 30 days, the Dispute shall be referred to a three-member Arbitral tribunal. One member each shall be appointed by both the Parties. They shall, within 30 days of their appointment, mutually decide on the name of the third arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding on the Parties to this Agreement. The venue of the arbitration shall be New Delhi. The fees and expenses of the Sole Arbitrator or the arbitration tribunal, as the case may be, and all other expenses of the arbitration shall be borne jointly by the Parties, subject to award of costs by the Sole Arbitrator or the Arbitral tribunal.
 - d) **Compliance with Laws:** Each party will comply with applicable laws rules and regulations in fulfilling its obligation under this agreement besides instruction/ rules issues by Ministry of Railways.
 - e) **Intellectual Property:** 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's licensors. Intellectual Property Rights, means all copyrights, moral rights, patent rights, trademark rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered throughout the world).
 - f) **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 rights 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 discloser, if permitted by law.
 - g) **Assignment:** Other than in the context of an internal restructuring or reorganization of parties, neither party may assign any part of this project without the written consent of the other, any attempt to transfer or assign is void.
 - h) **Jurisdiction:** The courts of New Delhi shall alone have jurisdiction decide any dispute

For More details, please send your queries on Business@irctc.co.in/Marketing@irctc.co.in

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