

APPOINTMENT OF PSA / TA FOR THE BUDDHIST CIRCUIT TOURIST TRAIN

Indian Railway Catering and Tourism Corporation Ltd
(A Govt. of India Enterprise)
Corporate office- IInd Floor, M-13 Punj House, Connaught Place,
New Delhi-110001. Tel: 011-23701101/46, Fax- 23311259

Subject: Application for the appointment of PSA for Marketing, promotion and sale of Buddhist Circuit Tourist Train packages worldwide.

Application Reference Number: No. 2018/IRCTC/Tourism/Marketing/EOI (BT).

A. INTRODUCTION:

IRCTC in coordination with Indian Railways operates The Buddhist Circuit Tourist Train with the objective of providing a safe, comfortable and convenient package to pilgrims/tourists visiting the Buddhist Circuit / Touristic Destinations and is operating a 7 nights /8 days package which cover's important places related to the life of Lord Buddha on the following itinerary. Delhi, Gaya (Bodhgaya, Rajgir, Nalanda), Varanasi (Sarnath), Gorakhpur (Kushinagar, Lumbini), Gonda (Sravasti), Agra, Delhi.

The said Tour packages are operated by Train using AC coaches of Rajdhani express and provides two classes of accommodation (present composition is 1AC – 96 berths, 2AC – 60 berths) and two restaurant coaches with 64 seating capacity each to suit requirements of different categories of tourists. The package covers complete on-board and ground services including train travel, all meals, sightseeing arrangements, road transfers, accident insurance, security, professional/language guide services and facilitation for Nepal Visa and entry fee for all the monuments.

B. INVITATION OF APPLICATIONS:

IRCTC invites applications from reputed eligible firms or companies, Buddhist associations or institutions associated with cultural promotions for appointment as the Preferred Sales Agents (PSA) for marketing, promotion and sale of Buddhist Circuit Tourist Train packages in India and worldwide.

For PSA, the Application document along with term & conditions can be downloaded from our website: www.irctc.com The process of appointing PSA will remain open throughout the year. IRCTC reserves the right to discontinue the appointment process at any time. It is advised that interested parties should apply as early as possible so that they can plan for the marketing, promotion and sales of Buddhist Circuit Tourist Train immediately.

The application must be submitted at the below mentioned address in properly sealed envelope according to the directions given in the Application. Application shall be filled in ink or typed. No application filled in pencil shall be considered. The applicant shall sign the application and documents at each page and at the end in token acceptance of all the terms & conditions.

The Deputy General Manager (TM)
Indian Railway Catering And Tourism Corporation Ltd.,
IInd Floor, M-13 Punj House, Connaught Place,
New Delhi-110001. Tel: 011-23701101/46, Fax:- 011 - 23311259
Web Site: www.ircctourism.com

IRCTC reserves the right to reject any/ all applications or cancel the entire process at any time without assigning any reason and shall not be bound to accept any application.

C. ELIGIBILITY CRITERIA FOR PSA:

- i. Any firm/company, Buddhist associations or institutions associated with cultural promotions from India or abroad registered under Ministry of Tourism in India and/or an active member of IATA/ TAAI/ IATO/ ADTOI/ATOAI

Or

- ii. Is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion in India and having a valid PAN number and service Tax number.

Or

- iii. An active PSA of Maharajas' Express is eligible to become a PSA of Buddhist Circuit Tourist Train. There shall be no need to submit the security deposit / documents already submitted for signing of Maharajas' Express (PSA) agreement. Only the Certificate of Authorization from Maharajas' Express Marketing department need to be submitted along with the agreement copy.

- iv. In case of foreign company, (a) having an office in India should have a valid PAN No. and Goods & Service Tax registration or any other valid Government registration for Travel and Tourism business or (b) is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion body in respective country has to produce Local Government Registration document or Government Registered Travel Company documents.

For any of the above mentioned category the applicant:-

- 1) Must have adequate infrastructure and manpower for marketing and promoting Buddhist Circuit Tourist Train.
- 2) Should be able to demonstrate its commitment, plans and capabilities to actively promote the train.
- 3) Should submit a copy of details of registration.
- 4) Must have experience of promotion and handling of international tourist groups to the core Buddhist Circuit of India or other tourist destinations in India.

j. FUNCTIONS AND OBLIGATIONS OF PSA:

- a. The PSA shall at all time make efforts for marketing, promotion and sale of the Buddhist Circuit Tourist Train Packages and provide assistance to customers with utmost care keeping in view the IRCTC's values of excellence.
- b. The PSA undertakes to correctly represent its relationship with IRCTC and shall not, in any circumstance, claim to be the owner/operator of the train. It is understood and agreed that the PSAs shall be liable for any claim arising on account of mis-representation/fraudulent statement and IRCTC shall not be liable and responsible for such activities and the PSAs shall absolve IRCTC of all such liability civil or criminal.
- c. The PSA should advise the clients to obtain a suitable visa & travel insurance policy covering against adequate risk to person and property associated with the Tour activities in relation to travel by Buddhist Circuit Tourist Train and off board activities.
- d. It is distinctly agreed and understood that the PSA shall obtain the Booking Form and Terms and Conditions duly signed by the client before making booking for the said train. Issuance of ticket/package shall mean that the clients have agreed and understood the terms and conditions of travel and the same would be binding on him. In case of any lapse, IRCTC shall not be responsible for inactions on the part of PSA and the entire responsibility shall remain with the PSA in regard to any claim or otherwise civil or criminal.
- e. The PSA shall make every effort to enhance the business reputation and goodwill of the IRCTC.
- f. Customer complaints and queries will be handled by the PSA. Any compensation due to the passenger in such a scenario will have to be borne by the PSA before and after the journey.
- g. Before confirming the ticket to a prospective client, the PSA shall examine all the relevant travel documents of such client including but not limited to travel tickets, passports, visas, inoculation, medical record and personal insurance and ensure that all are in order.
- h. Terms and conditions laid down in the Buddhist Circuit Tourist Train and IRCTC website shall form part of this contract.
- i. In case of cancellation of journey, the cancellation policy set out in booking terms and conditions of IRCTC will apply.
- j. The PSAs agrees and undertakes that they are liable for the payment of cancellation charges as applicable, in case of cancellation of booking once the booking amount has been received by IRCTC.
- k. The Agreement shall be interpreted and construed in accordance with Indian laws and courts and adjudicatory authorities in New Delhi, India only shall have exclusive jurisdiction over matters.
- l. The appointment of the PSA and the consequent arrangement, the sale of various packages shall operate subject to the Indian Laws, the permission of the RBI, the rules regulations and conditions laid down by RBI if any, for such permission wherever so required, and the terms and conditions, guidelines, notifications and directions laid down by the Government of India and Indian Railway Authorities.
- m. The PSAs shall be solely responsible at their own expenses, for ensuring that the local laws, within the applicable territory are complied with. In the event that any document supplied by IRCTC fails to meet local laws and

regulations; the PSAs will be required to advise IRCTC immediately so that remedial action can be taken.

- n. Non adherence to any of the terms & conditions will also invite termination of this agreement.

k. PAYMENT TERMS:

1. FIT/GIT Bookings:

- a) Up to 45 Days prior to scheduled day of departure: 25% of the package cost at the time of confirming the booking along with names.
- b) Balance payment at least 31 days prior to the scheduled day of departure: i.e. 75% of the package cost.

2. In case of full train/Charter Booking (i.e. booking of the full train for a scheduled departure or for a modified/different itinerary during season or any booking outside the announced departures):

- a) The entire payment in one go at time of booking or
- b) 120 Days prior to Departure: 50% of the package cost (without any deduction of commission) at the time of confirming the booking.
- c) 119 to 90 Days prior to Departure: Next 20% (without any deduction of commission) i.e. cumulative 70% of the package cost.
- d) 89 to 60 Days prior to Departure: Balance payment (After deducting applicable commission as per slab).
- e) Naming list needs to be submitted 60 days prior to departure for the purpose of insurance, off board services, berth allotment etc.

3. Common points for Payment Terms

- a) In all the cases the **PSA** undertakes to explain to the clients about all Terms & Conditions of booking and Travel on Buddhist Circuit Tourist Train and get a copy of booking form signed by the client as an acknowledgement. In case it is signed by the PSA on behalf of the client, it will be presumed that the conditions have been accepted by the client.
- b) If either of the above payment options are not followed, then IRCTC reserves the right not to action the request and treat the booking as cancelled wherein relevant cancellation charges will be applicable.
- c) PSAs will ensure that all money remittances are received in IRCTC Bank Account (details to be provided separately by IRCTC) in New Delhi well in time.
- d) Bank remittance charges will be borne by the PSA in case of Payment transfer into IRCTC Account.
- e) IRCTC reserves the right of accepting/not accepting any booking at any time without specifying any reason.
- f) The booking will be deemed to be confirmed only when 25% of the package cost for the FIT / GIT and 50% for the Full Train / Charter bookings has been paid to IRCTC.
- g) In case of USD deposit the amount may be deposited through bank transfer.
- h) IRCTC has introduced INR as well as USD Package Rates for season 2020-22, the party has the option to make payment in any of the two Package Rates options.
- i) In case of USD Package Rates the amount in INR should be credited in our account as per the Rate of Exchange (ROE) of the previous day of the day of

the date of transfer of the amount. The RBI website ROE to be honoured (<http://www.rbi.org.in/>).

- j) Child below 5 Years without a berth, sharing berth with the parents is complimentary & child aged between 5 – 12 Years shall be charged 50% of the package rate in a exclusive berth.

I. CANCELLATIONS:

Following cancellation charges will be payable:

(For any cancellation days are counted excluding the date of departure)

1. In case of FIT's / GIT:

- a) 45 Days and above prior to departure: 10% of package cost
- b) 44 to 15 Days prior to departure: 25% of package cost
- c) 14 to 7 Days prior to departure: 50% of package cost
- d) 7 and less Days prior to departure: 100% of package cost

2. In case of Full Train Charter Booking:

- a) Cancellation charges equal to 50% of the amount deposited till the date of cancellation (up to 30 days prior to departure) will be levied.
 - b) Less than 30 Days prior to departure: 100% of the amount deposited.
3. Change in details will be treated as cancelled and would invite cancellation charges as applicable. However, IRCTC retains the right to refuse/permit name changes at last moment/short notice (less than 30 days).
4. In case of cancellation/refund, actual payment received in INR will be refunded as per terms and conditions.

Note: Any cancellation must be advised immediately by Fax/E-mail and subsequently confirmed by letter to the IRCTC corporate Office, New Delhi. Cancellation charges would be applicable as per the terms and conditions of the specific tour products & services.

m. REFUND:

IRCTC reserves the right to determine the amount of refund value in case of train cancellation and amendments at the behest of IRCTC. The decision on the quantum of refund will be final as that made by IRCTC. The refund will be made in the name of the **PSA**. There will be no refund for unutilized services unless specified. In no circumstances whatever shall the **PSA** make or promise any refund on or in respect of the ~~tour~~; deviations in route/service or vouchers supplied by IRCTC without previous reference to IRCTC and by its written authority. Where the **PSA** makes such representations, the **PSA** would be solely responsible and incur full liability for such representation including but not limited to damages, compensation and specific performance.

Commission structure for Buddhist Circuit Tourist Train is as under (The overriding commission shall be calculated separately for Buddhist Circuit Tourist Train).

n. COMMISSION STRUCTURE FOR PSA:

Commission Structure for Bookings of Departures for the season

August 2020 to March 2022 (2020-21 and 2021-22)

Incentive for higher number of booking is given bellow:-

The Preferred Sales Agent (**PSA**) would have the option of making payment to IRCTC on cut and pay basis @ 17% from the first passenger onwards, the balance commission shall be calculated as overriding commission at the end of the season.

Preferred Sales Agent, COMMISSION STRUCTURE			
S. No.	NUMBER OF TRAVELLED PASSENGERS IN THE ENTIRE SEASON	COMMISSION (%)	INCENTIVES (%)
1.	1-50	17%	-----
2.	51-100	19%	If more than 51 travelled passengers booked in the entire season, 19% commission would be applicable from first passenger onwards.
3.	101-175	21%	If more than 101 travelled passengers booked in the entire season, 21% commission would be applicable from first passenger onwards.
4.	176-250	23%	If more than 175 travelled passengers booked in the entire season, 23% commission would be applicable from first passenger onwards.
5.	251-350	25%	If more than 251 travelled passengers booked in the entire season, 25% commission would be applicable from first passenger onwards.
6.	351 and above	30%	If more than 351 travelled passengers booked in the entire season, 30% commission would be applicable from first passenger onwards.

o. OTHER TERMS & CONDITION:

- 1) The selection of PSA shall be done on the basis of eligibility criteria enumerated in the document and the terms and conditions stated hear in.
- 2) Under This scheme there is no territory assigned to any PSA in the normal course however IRCTC reserves the right to appoint territorial PSA if it is so felt at any point of time. But such an appointment will not hamper the rights to the PSA under the new scheme.
- 3) **Special conditions for PSA:**
 - Name of PSA will be displayed on our website (www.irctcbuddhisttrain.com / www.irctctourism.com) etc as decided by IRCTC from time to time. They may be invited to participate in Road Show and exhibitions.
 - One Group Leader complimentary on every group of 15 paid passengers (i.e. 15 Paid Adults + 1 FOC).
 - For a group of 15 Paid Adults and exclusive Deluxe Coach (Mini or Large) along with Language Speaking Guide (local / accompanied) shall be provided subject to availability.
 - FOC Passengers will not be counted as travelled passengers for up gradation to the next commission slab calculation.
 - Full Payment to be submitted on cut and pay basis.

- The commission would be applicable to the travelled/Cancelled/No show passengers.
- TDS to be deducted on commission as per applicable Indian Government regulation.
- A minimum of 3 Nights / 4 Days Journey shall be permitted on payment at Pro rata basis in Buddhist Circuit Tourist Train Packages.

4) Security Deposit by Agents (Refundable):

- a. The selected Indian PSA will be required to submit refundable security deposit of Rs 25,000 with IRCTC within 15 days of appointment as PSA. The Security Deposit shall be deposited in the form of a Bank Transfer / Demand Draft in favour of IRCTC Ltd. payable at New Delhi.
- b. The selected Foreign PSA will be required to deposit a refundable security deposit of USD 2000 through bank transfer (Existing Foreign PSA's remains same with USD 500 security deposit).
- c. No interest shall be payable on Security deposit.
- d. The security deposit shall be adjusted in case of pending payment or any other dues.

5) Charter Booking:

The train is also available for special charters on either scheduled routes or specially tailored routes in the Buddhist Circuit / other tourist destinations whereby a separate price will be quoted, as per specific requirements and subject to following terms and conditions:

- Charter means booking of full train with a standard composition of Buddhist Circuit Tourist Train.
- Minimum 100 passengers or actual booked passengers whichever is higher will be charged as per the applicable rate.
- FOC will be as per norms (15 Paid Adults + 1 FOC).
- Charter booking may be permitted at discretion of IRCTC subject to the approval of Railways at an agreed rate.
- Commission for the charter bookings will be as per the PSA slab.

6) No show/en route termination of tour/amendment:

- In case of No Show/non-arrival of the guest, no Refund/adjustment in future travel will be admissible.
- En route termination of tour: In case of termination of tour by the guest, no refund/adjustment for future travel will be made.
- Amendment: is admissible only during the serious health problems (supported by Doctor Certificate) and is entirely at discretion of IRCTC and further subject to availability of the seats. No refunds are permissible. Every case will be decided on merit and case-to-case basis. No amendment is permissible in case of booking of groups or full train booking or charters.
- One time Name Change OR Date Change is allowed 30 Days prior to the date of departure (excluding the date of departure).

7) General Information to all PSA:

- All agents are expected to actively promote the train.

- Appointment of PSAs will remain open throughout the year. IRCTC reserves the right to discontinue the appointment process at any time.
 - The agreement will be valid from the date of signing the agreement till the date of termination by either side.
 - The Agreement may be terminated without any cause between the PSA and IRCTC by giving 15 days notice in writing from either party.
 - In case of willful default or non compliance of terms and conditions of the agreement, IRCTC may terminate the agreement by giving 7 days notice in writing and the decision of IRCTC in this regard shall be final and in that eventuality, the security deposit shall stand forfeited and the PSA debarred for one year for participating in future projects of IRCTC.
- 8) IRCTC may at its sole discretion as per the merit of the case amend/ relax any of the condition of this agreement.
 - 9) Only full journey will normally be allowed to be booked / except otherwise allowed by IRCTC in special cases.
 - 10) The terms and conditions as mentioned in the Buddhist Circuit Tourist Train Brochure and website www.irctcbuddhisttrain.com / www.irctctourism.com will be applicable.
 - 11) After the written confirmation of IRCTC as appointment of PSA, the Agency will be required to sign an agreement as per the format at **Annexure D**.
 - 12) The appointment of PSA shall not be construed as to create a relation of partnership or Joint Venture between the parties or to constitute a branch of IRCTC. The PSA shall not have any authority to bind IRCTC to any agreement/arrangements other than those specifically laid down in the agreement/agreements.
 - 13) Nothing contained herein shall be construed as establishing a relation of employer and employee between IRCTC and the PSA.
 - 14) IRCTC and the PSA agree that the relationship created by this agreement is not a fiduciary relationship. The PSA shall not under any circumstances act or bind IRCTC impliedly or otherwise except as per the application conditions.
 - 15) The parties agree that their relationship is purely contractual for the purposes enshrined in this application document and the PSA agrees that it has no power or authority to:
 - i. Enter into or execute any agreement on IRCTC's behalf ;
 - ii. Make any representation or promise on IRCTC behalf ;
 - iii. Bind IRCTC in any way.

Unless otherwise specifically agreed to in writing, IRCTC expressly disallows any acts by others, including such parties, that purport to bind IRCTC in anyway.

- 16) Buddhist Circuit Tourist Train tours operate within the framework of Indian Railways and are subject to constraints imposed by the Indian Railways. Similarly, it becomes difficult to provide certain services on account of Force Majeure situations. IRCTC shall endeavour to keep the services unchanged as far as possible. However, IRCTC reserve the right to modify the services or substitute a service with an alternate service if necessary.
- 17) IRCTC cannot be held liable for any delays due to train not running as scheduled. Departure and arrival times are approximate and cannot be guaranteed. IRCTC reserve the right to alter routing at any time between departure and arrival

points. IRCTC will not be liable for any delays where such delays are necessary for operational reasons and / or are beyond the control of IRCTC.

- 18)** IRCTC further reserves the right to cancel or amend any sightseeing excursions or the tour departure dates provided. IRCTC would not be liable for any loss, costs expenses, damages or for paying any compensation for such changes. In case IRCTC decides to make a refund for such changes the same would be at the sole discretion of IRCTC.

19. FORCE MAJEURE:

In the event of any unforeseen event or condition not reasonably within the control of the affected Party during the currency of agreement which includes but not limited to Fire, Flood, Cyclone , Earthquake, explosion, war (declared or undeclared) acts of terrorism sabotage, embargoes, blockage, acts of Govt. Authorities, riots or any other cause beyond the control of the parties, the affected Party shall, within a week from commencement thereof, notify the same to other Party of the occurrence of the event with reasonable evidence thereof. In that eventuality, the parties shall not be liable for any loss or damages to the other party.

20. MARKETING:

- i. The PSA shall promote the Buddhist Circuit Tourist Train in every reasonable and practicable ways. The PSA shall display in its offices, posters, circulars or other promotional or publicity material supplied to him by IRCTC. Any such material of a permanent or valuable character and so designated by IRCTC shall remain the property of the IRCTC.
- ii. All advertising matters issued by and at the expense of the PSA in which reference is made to the IRCTC must be approved by the IRCTC.

21. TRANSFER, ASSIGNMENT CHANGE OF NAME, OWNERSHIP OR ADDRESS:

- (a) The PSA shall not assign, transfer, underlet or part with the whole or any part of the Agency hereby created or the right to any commission or portion thereof dues or payable hereunder.
- (b) The name(s) under which the activities of the PSA are conducted, or under which any of its offices are operated, shall be only such as are set forth herein neither such names nor the location of the PSA's office(s) as attached hereto and forming part of this Agreement, shall be changed without the prior written consent of the IRCTC.
- (c) The PSA shall not assign this Agreement or its obligations there under to any party without prior consent of the IRCTC such consent shall not be unreasonably withheld.

22. SAFE CUSTODY AND INDEMNITY

- (a) The PSA shall not in any manner vary or modify the terms and conditions set forth in any documents/tickets or instructions of the IRCTC.
- (b) The PSA shall obey and observe all directions and instructions given to it by the IRCTC relating to the sale of ticket/ package tour and the Agent agrees to indemnify and hold harmless the IRCTC's officers, agents, employees, from all responsibility and liability for any injury, damage, expense or loss to any person or property caused by or arising by or arising from any violation of this Agreement or any negligent Act, omission willful misconduct, or misappropriation of the PSA, its officers, agents, employees and servants.

23. TERMINATION OR SUSPENSION:

- (a) If the PSA shall at any time default in observing and performing any of the provisions of this agreement or shall become bankrupt or make any assignment for the benefit of or enter into any agreement or composition with its creditors or go into liquidation or suffer any of its goods to be taken in the execution or if it ceases to be in business as an agent for sale of tickets/package tour, this Agreement, may at the option of the IRCTC be terminated or its operation suspended forthwith for such period as IRCTC may decide. IRCTC may without prejudice to any of its rights under this Agreement take possession of any documents and property belonging to the IRCTC.
- (b) The agreement will be valid from the date of signing the agreement till the date of termination by either side.
- (c) The Agreement may be terminated without any cause between the PSA and IRCTC by giving 15 days notice in writing from either party.
- (d) In case of willful default or non compliance of terms and conditions of the agreement, IRCTC may terminate the agreement by giving 7 days notice in writing and the decision of IRCTC in this regard shall be final and in that eventuality, the security deposit shall stand forfeited and the PSA debarred for one year for participating in future projects of IRCTC.
- (e) Upon suspension or terminating of this agreement all unused tickets/documents of the IRCTC shall immediately be returned by the PSA to the IRCTC together with all moneys due and payable to the IRCTC hereunder and a complete and satisfactory accounting shall be rendered.
- (f) Both parties shall honour their commitments entered into prior to the date of such termination.

24. NOTICE:

All notices to the PSA shall be sufficient if sent by prepaid telegraphic means or registered mail or Electronic transmission addressed to the Head Office of the Agent. All notices to the IRCTC shall be sufficient if sent by prepaid telegraphic means or registered mail addressed to the Head Office of the IRCTC.

25. INSPECTION:

All records of the PSA pertaining to Buddhist Circuit Tourist Train such as books, vouchers, tickets, reservation information relating to the sale of Ticket/Package offered by the IRCTC promotional efforts expenses etc. shall be open to inspection by the IRCTC and authorized officials of IRCTC.

26. APPLICABLE LAW:

- a) This agreement shall be interpreted and construed in accordance with Indian laws and courts and adjudicatory authorities in New Delhi, India only -the principal place of business of IRCTC, shall have exclusive jurisdiction over matters arising out of this agreement.
- b) This agreement, the appointment of the PSA and the consequent arrangement envisaged by this agreement, the sale of various packages shall operate subject to the Indian Laws, the permission of the RBI, the rules regulations and conditions laid down by RBI if any, for such permission wherever so required, and the terms and conditions, guidelines, notifications and directions laid down by the Government of India and Indian Railway Authorities.

27. 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 right and liability of the parties on any matter in question, with reference to the contract, the parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- b. 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/differences be referred to arbitration along with format annexed hereto as Annexure-E. 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.
- c. Only such dispute or differences, in respect of which the demand has been made, together with counter claim of setoff given by IRCTC shall be referred to arbitration and other matters shall not be included in the reference.
- d. In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to sole Arbitrator from the panel of Arbitrators appointed by chairman and Managing Director of IRCTC. The award of Arbitrator shall be final and binding on the parties to this contract. The venue of the arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the parties in equal proportion subject to determination by the Arbitration tribunal.

In case the decision is referred to the Court the same shall be subject to Delhi Jurisdiction only.

Signature of Authorized signatory of the applicant with seal

Note: - (This form duly signed and stamped is required to be submitted along with the application form)

Deputy General Manager (Tourism Marketing)
Indian Railway Catering and Tourism Corporation Ltd.
IInd Floor, M-13 Punj House, Connaught Place,
New Delhi-110001. Tel: 011-23701101/46, Fax- 2311259

Subject: Appointment of PSA for Marketing, promotion and sale of Buddhist Circuit Tourist Train packages.

Application Form

Name & Address of the Firm/Company, Buddhist associations or institutions associated with cultural promotions	
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Date of Establishment of Firm/Company, Buddhist associations or institutions associated with cultural promotions	
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<p>i) Firm/Company, Buddhist associations or institutions associated with cultural promotions (is your firm a proprietorship / partnership registered with registered under Ministry of Tourism in India <u>and/or</u> active member of IATA/ TAAI/ IATO/ ADTOI/ATOAI)</p> <p>or</p> <p>ii) Is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion in India and having a valid PAN number and Goods & service Tax number.</p> <p>or</p> <p>iii) An active PSA of Maharajas' Express is eligible to become a PSA of Buddhist Circuit Tourist Train. There shall be no need to submit the security deposit / documents already submitted for signing of Maharajas' Express (PSA) agreement. Only the Certificate of Authorization from Maharajas' Express Marketing department need to be submitted along with the agreement copy.</p> <p>iv) In case of foreign company, (a) having an office in India should have a valid PAN No. and Service Tax registration or any other valid Government registration for Travel and Tourism business or (b) is a member of any</p>	
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<p>international travel related body or Buddhist associations /institutions associated with cultural promotion body in respective country. Any firm/company, Buddhist associations or institutions associated with cultural promotions other than Travel Agents will have to get a letter from the Indian Embassy verifying the status of registration of the applicant and recommending accepting the application of that Agency for the sales promotion of Buddhist Circuit Tourist Train tour package.</p> <p>If yes than Registration Certificate (Proof to be enclosed)</p>	
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Firm/Company, Buddhist associations or institutions associated with cultural promotions main /activities	
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Affiliations	
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Partners/Shareholders	
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Major clients (Buddhist temples, overseas Buddhist tour operators etc.)	
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Concepts & ideas of travel promotion / marketing plan for above train	
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<p>Total work experience in handling of tourist groups to Buddhist Circuit of India / Other tourist Destination. (In Years). Applicant to provide details of number of Buddhist sector groups, number of Passengers, their nationalities and tour itineraries of these groups operated.</p>	
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PAN registration (Proof to be enclosed)	
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TIN/VAT/GST Sales Tax registration (Proof to be enclosed)	
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Goods & Service Tax Registration (Proof to be enclosed)	
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I/We _____ (name of the authorized signatory) on behalf of _____ (name of the tour operator/firm/agency) submit our application for the appointment as PSA for marketing, promotion and sale of Buddhist Circuit Tourist Train worldwide.

I/We hereby bind myself/ourselves to complete all the formalities from time to time as required after the appointment.

- a. I/We hereby understand that the submission of application does not guarantee appointment as IRCTC PSA for marketing, promotion and sale of Buddhist Circuit Tourist Train worldwide.
- b. I/We solemnly declare that to the best of my/our knowledge and belief, the information given in this application form and the annexure and statements accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/our duly constituted attorney.
- c. I/we further understand that in case of any information submitted by me/ us is found to be incorrect IRCTC will have the rights to annul the appointment and agreement(s), if any, with immediate effect.
- d. IRCTC and its representative are hereby authorized to conduct any enquiry or inspection or seek clarification or verify any statements, documents and information submitted in connection with this application.
- e. We accept all the terms and conditions for appointment of PSA annexed in the application.
- f. The following person(s) may be contacted for any information or clarifications relating to this application:

I/we do hereby confirm that I/we are authorized signatory/signatories on behalf of the applicant to submit the application for appointment of PSA.

Yours sincerely

(Authorized Signatory)

Name
Designation
Seal
Name of the Firm & Address:
Telephone:
Fax:
Mobile:
Email:

Enclosed Documents:

Annexure B

List of Arbitration Cases During Last 5 Years							
S. No.	Name of work	Value of Work	Name of Department	Amount and date of claim	Claim of department if any	Brief description of dispute	Status of Case

Annexure C

List of Court Cases During Last 5 Years								
S. No.	Name of work	Value of Work	Name of Department	Name of Court	Date of institute of Case	Relief sought from Court	Brief description of dispute	Status of Case

Signature of Authorized signatory of the applicant with seal

Note: - (This form duly signed and stamped is required to be submitted along with the bid document)

Annexure D

Signed Photo of authorized signatory
of the firm along with the name of
signatory to be affixed on
agreement stamp paper

Agreement For Appointment Of Preferred Sales Agents (PSA) For Promotion, Marketing And Sale Of Buddhist Circuit Tourist Train Worldwide.

This agreement is made on thisday ofat New Delhi between the Indian Railway Catering & Tourism Corporation Limited, a company incorporated under the provisions of the Companies Act. 1956 and working under the Ministry of Railway, Government of India (herein after called as "IRCTC") having its registered office at **Indian Railway Catering and Tourism Corporation Ltd, IInd Floor, M-13 Punj House, Connaught Place, New Delhi-110001. Tel: 011-23701101/46**, represented by Deputy General Manager/ TM which expression shall where the context so admits include its successor and assigns of the first part.

And

M/s , having its registered office at
..... herein after called "PSA" which term shall mean and include their successors, legal representatives & assigns of the second part.

Whereas IRCTC has appointed M/s , as a PSA for Promotion, Marketing and Sale of Buddhist Circuit Tourist Train Worldwide in pursuance to application dated 2020 submitted by the said PSA and

Whereas the said PSA has accepted the appointment for Promotion, Marketing and Sale of Buddhist Circuit Tourist Train Worldwide vide their acceptance letter dated**2020.**

Now this agreement witnesses as follows:

1. This agreement comes into force from.....and shall subject to the provision for earlier termination herein provided, remain in force from the season 2020 – 22 onwards till the date of termination by either side by giving 15 days' notice.
2. The words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
3. The following documents shall be deemed to form and be read and construed as part of this agreement, namely:
 - a. Application No 2018/IRCTC/Tourism/Marketing/EOI (BT) along with all schedules and annexure attached thereto.
 - b. Letter of appointment. dated2020.

- c. Letter of acceptance of appointment as PSA by the Firm/Company, Buddhist associations or institutions associated with cultural promotions dated2020.
4. The mutual right and obligation between the parties shall to as continued in the application document.
5. This agreement is governed by Indian Law and subject to the exclusive jurisdiction of the appropriate courts of New Delhi, India.
- 6. RIGHT OF ALTERATION OF TERMS:**
IRCTC may at its sole discretion as per the merit of the case amend/ relax any of the condition of this agreement.
7. In case any loss or damage, whether direct or indirect, is caused to IRCTC due to any act / conduct of the PSA in any manner, unfair practices, fraud or in any other manner whether civil or criminal nature defined under the Indian Penal Code or other applicable legislation for which any liabilities arises on IRCTC the PSA, shall be solely responsible/liable and shall indemnify and hold harmless at all times the IRCTC for such acts, omissions and defaults and against all complaints, if any against PSA by any party whatsoever and also against claims and demands if any against the IRCTC. Similarly, IRCTC agrees to indemnify and hold harmless the PSA for any injury, damage, expense or loss sustained by any person or property caused by or arising from any negligence, act, commission or willful misconduct of the IRCTC its officers, employees and related directly or indirectly to any product & services sold by the PSA.
- 8. FORCE MAJEURE:**
In the event of any unforeseen event or condition not reasonably within the control of the affected Party during the currency of agreement which includes but not limited to Fire, Flood, Cyclone , Earthquake, explosion, war (declared or undeclared) acts of terrorism sabotage, embargoes, blockage, acts of Govt. Authorities, riots or any other cause beyond the control of the parties, the affected Party shall, within a week from commencement thereof, notify the same to other Party of the occurrence of the event with reasonable evidence thereof. In that eventuality, the parties shall not be liable for any loss or damages to the other party.
- 9. MARKETING:**
- iii. The PSA shall promote the Buddhist Circuit Tourist Train in every reasonable and practicable ways. The PSA shall display in its offices, posters, circulars or other promotional or publicity material supplied to him by IRCTC. Any such material of a permanent or valuable character and so designated by IRCTC shall remain the property of the IRCTC.
- iv. All advertising matters issued by and at the expense of the PSA in which reference is made to the IRCTC must be approved by the IRCTC.
- 10. TRANSFER, ASSIGNMENT CHANGE OF NAME, OWNERSHIP OR ADDRESS:**
- (a) The PSA shall not assign, transfer, underlet or part with the whole or any part of the Agency hereby created or the right to any commission or portion thereof dues or payable hereunder.
- (b) The name(s) under which the activities of the PSA are conducted, or under which any of its offices are operated, shall be only such as are set forth herein neither such names nor the location of the PSA's office(s) as attached hereto and forming part of this Agreement, shall be changed without the prior written consent of the IRCTC.

- (c) The PSA shall not assign this Agreement or its obligations there under to any party without prior consent of the IRCTC such consent shall not be unreasonably withheld.

11. SAFE CUSTODY AND INDEMNITY

- (a) The PSA shall not in any manner vary or modify the terms and conditions set forth in any documents/tickets or instructions of the IRCTC.
- (b) The PSA shall obey and observe all directions and instructions given to it by the IRCTC relating to the sale of ticket/ package tour and the Agent agrees to indemnify and hold harmless the IRCTC's officers, agents, employees, from all responsibility and liability for any injury, damage, expense or loss to any person or property caused by or arising by or arising from any violation of this Agreement or any negligent Act, omission willful misconduct, or misappropriation of the PSA, its officers, agents, employees and servants.

12. TERMINATION OR SUSPENSION:

- (a) If the PSA shall at any time default in observing and performing any of the provisions of this agreement or shall become bankrupt or make any assignment for the benefit of or enter into any agreement or composition with its creditors or go into liquidation or suffer any of its goods to be taken in the execution or if it ceases to be in business as an agent for sale of tickets/package tour, this Agreement, may at the option of the IRCTC be terminated or its operation suspended forthwith for such period as IRCTC may decide. IRCTC may without prejudice to any of its rights under this Agreement take possession of any documents and property belonging to the IRCTC.
- (b) The agreement will be valid from the date of signing the agreement till the date of termination by either side.
- (c) The Agreement may be terminated without any cause between the PSA and IRCTC by giving 15 days notice in writing from either party.
- (d) In case of willful default or non compliance of terms and conditions of the agreement, IRCTC may terminate the agreement by giving 7 days notice in writing and the decision of IRCTC in this regard shall be final and in that eventuality, the security deposit shall stand forfeited and the PSA debarred for one year for participating in future projects of IRCTC.
- (e) Upon suspension or terminating of this agreement all unused tickets/documents of the IRCTC shall immediately be returned by the PSA to the IRCTC together with all moneys due and payable to the IRCTC hereunder and a complete and satisfactory accounting shall be rendered.
- (f) Both parties shall honour their commitments entered into prior to the date of such termination.

13. NOTICE:

All notices to the PSA shall be sufficient if sent by prepaid telegraphic means or registered mail or Electronic transmission addressed to the Head Office of the Agent. All notices to the IRCTC shall be sufficient if sent by prepaid telegraphic means or registered mail addressed to the Head Office of the IRCTC.

14. INSPECTION:

All records of the PSA pertaining to Buddhist Circuit Train such as books, vouchers, tickets, reservation information relating to the sale of Ticket/Package offered by the IRCTC promotional efforts expenses etc. shall be open to inspection by the IRCTC and authorized officials of IRCTC.

15. APPLICABLE LAW:

- a) This agreement shall be interpreted and construed in accordance with Indian laws and courts and adjudicatory authorities in New Delhi, India only -the principal place of business of IRCTC, shall have exclusive jurisdiction over matters arising out of this agreement.
- b) This agreement, the appointment of the PSA and the consequent arrangement envisaged by this agreement, the sale of various packages shall operate subject to the Indian Laws, the permission of the RBI, the rules regulations and conditions laid down by RBI if any, for such permission wherever so required, and the terms and conditions, guidelines, notifications and directions laid down by the Government of India and Indian Railway Authorities.

16. ARBITRATION:

That any dispute, difference or question which may arise at any time hereinafter between the IRCTC and the PSA touching the true construction of this Agreement of the rights and liabilities of the Parties hereto (except as to matters, the decision in where of is otherwise herein before expressed provided for) shall, unless otherwise herein expressly provided, be referred to the decision by arbitration under the provisions of the Indian Arbitration and Conciliation Act 1996 and amendments there under. CMD/IRCTC will nominate the sole arbitrator and the decision of the Arbitrator shall be binding on both the parties. The arbitration proceedings shall take place in New Delhi, India. The arbitrator fee shall be shared equally by both the parties.

In case the decision is referred to the Court the same shall be subject to Delhi Jurisdiction only.

17. OTHER AGREEMENTS SUPERSEDED:

This Agreement shall supersede any and all prior Agreements or arrangements between the parties hereto concerning the sale of with respect to rights and liabilities as may exist at the date hereof.

18. CONFIDENTIALITY:

It is a clear understanding between the parties that all information disclosed by IRCTC to the PSA shall be deemed as Confidential Information unless otherwise specified. The PSA shall keep the confidential information of IRCTC protected with similar safeguards used by the PSA to protect its own confidential information.

19. SEVERABILITY:

The invalidity or unenforceability of any terms of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall remain in full force and effect unless such invalidity and unenforceability substantially alters the underlying intent of this Agreement, or where the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this Agreement.

20. MAILING ADDRESS FOR NOTICES/CORRESPONDENCES/BOOKING/REMITTANCE ETC.:

The Deputy General Manager (TM)
I.R.C.T.C. Ltd.,
IInd Floor, M-13 Punj House, Connaught Place,
New Delhi-110001. Tel: 011-23701101/46, Fax. No. 91-11-23311259
Email: kamal.kathiat@irctc.com
Web Site: www.irctctourism.com

21.IRCTC does not warrant or guarantee the accuracy or completeness of the information provided on its Website. Under no circumstances will IRCTC be liable for any loss or direct, indirect, incidental, special or consequential damages caused by reliance on this information. The information on this Website may be changed or updated without notice. IRCTC may also make improvements and/or changes in the products, services and/or programs described on this site at any time without notice.

In witness whereof, the said parties hereto have set their hands at the place and the dates first shown above.

Authorized Representative

Of the second party

**DGM/TM
IRCTC, New Delhi
(Stamp/Seal)**

Witnesses:

1.

2.

Witnesses:

1.

2.

Annexure-E

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 agreement dated..... raise disputes as to the construction and operation of this contract, and demand arbitration in respect of following claim:

Brief of claim:

Claim 1-Detailed of Annexure-

Claim 2-Detailed of Annexure-

Claim 3-Detailed of 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.....

I/We..... (Name of Claimant) with reference to agreement dated..... hereby waive of applicability of subsection 31A (2) to 31A (4) of Arbitration and conciliation (Amendment) Act. We further agree that cost of arbitration will be shared by the parties in terms of Arbitration clause of the agreement.

Signature of Claimant..... Signature of Respondent.....

INFORMATION FOR FIRM/COMPANY, BUDDHIST ASSOCIATIONS OR INSTITUTIONS ASSOCIATED WITH CULTURAL PROMOTIONS INTERESTED FOR MARKETING, PROMOTION AND SALE OF BUDDHIST CIRCUIT TOURIST TRAIN / OTHER TOURIST DESTINATIONS OF INDIA

Firm/company, Buddhist associations or institutions associated with cultural promotions interested for marketing, promotion and sale of Buddhist Circuit Tourist Train packages worldwide:

- i. Any firm/company, Buddhist associations or institutions associated with cultural promotions from India or abroad registered under Ministry of Tourism in India and/or an active member of IATA/ TAAI/ IATO/ ADTOI/ATOAI

Or

- ii. Is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion in India and having a valid PAN number and service Tax number.
- iii. In case of foreign company, (a) having an office in India should have a valid PAN No. and Goods & Service Tax registration or any other valid Government registration for Travel and Tourism business or (b) is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion body in respective country. Any firm/company, Buddhist associations or institutions associated with cultural promotions other than Travel Agents will have to get a letter from the Indian Embassy verifying the status of registration of the applicant and recommending accepting the application of that Agency for the sales promotion of Buddhist Circuit Tourist Train package.

A. COMMISSION STRUCTURE FOR TRAVEL ASSOCIATE (TA):

Commission Structure for Bookings of Departures for the season of August 2020 to March 2022.

The TA would be offered a flat commission of 15 % of the tariff against each passenger on cut and pay basis from first passenger onwards booked on Buddhist Circuit Tourist Train.

A letter of Intent (on companies letter head) along with copy of certificates of registered under Ministry of Tourism in India and/or an active member of IATA/ TAAI/ IATO/ ADTOI/ATOAI) Or Is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion in India and having a valid PAN number and Goods & service Tax number **or** An active IA/TA of Maharajas' Express is eligible to become a TA of Buddhist Circuit Tourist Train. Only the Certificate of Authorization from Maharajas' Express Marketing department need to be submitted along with a letter of Intent (on companies letter head). **OR** In case of foreign company, (a)

having an office in India should have a valid PAN No. and Service Tax registration or any other valid Government registration for Travel and Tourism business or (b) is a member of any international travel related body or Buddhist associations /institutions associated with cultural promotion body in respective country. Any firm/company, Buddhist associations or institutions associated with cultural promotions other than Travel Agents.

B. PAYMENTS / CANCELLATIONS / REFUNDS AND OTHER TERMS AND CONDITIONS WILL BE APPLICABLE AS PER THE PSA TERMS.