
Expression
Of
Interest

EOI No.

2018/IRCTC/CO/MFC/ACCOMMODATION PARTNERS

**For association to provide online Accommodation Partner inventory for sales on
IRCTC Tourism website and its associate portal**

Tourism Department- Corporate Office, IRCTC

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INTRODUCTION

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Enterprise)

EXPRESSION OF INTEREST (EOI)

OBJECTIVE:

Expression of Interest (EOI) for the empanelment of Accommodation Partners (Hotel, Home stay, Bed & Breakfast, PGs, Dormitories, paying Guest Houses, Yatri Nivas, Dharmshalas, Camps, Tents, Service Apartments, House boats, Holiday Homes, start ups etc.) (**here in termed as accommodation partner**) for the use of accommodation inventory via extranet/API/White label to display the accommodation availability along with comprehensive and up to date product information for customers to book the accommodation through IRCTC B2C and B2B channels. IRCTC will display the empanelled agencies under Accommodation Partner or Accommodation or any appropriate tab on its websites (irctc.co.in, irctctourism.com, air.irctc.co.in) through which booking & functionality will be enabled by IRCTC to book the accommodation inventory. IRCTC may utilize the services of empanelled accommodation partner in its packages based on better rates and combination of services as required by IRCTC to run the packages. Empanelled Accommodation Partner may participate in RFQ/Bid for the same and provide better pricing as preferred associate.

SCOPE OF WORK:

The Empanelled Accommodation Partner is required to supply domestic & international Accommodation Partner content via white label solutions for extranet/API/White label. The scope of work is as follows –

- A) **Fulfillment Support:** Empanelled Accommodation Partner is supposed to provide all the fulfillment of the accommodation bookings done. In order to ascertain the capability of the Empanelled Accommodation Partner details on the following pre-requisites must be provided.
- a) Number of in-house operation and sales staff for managing accommodation booking.
 - b) Handling of post sales queries.
 - c) Explain and process Refund
 - d) The fulfillment of booking will be responsibility of the Empanelled Accommodation Partner.
 - e) In case of Non fulfillment of booking or customer complaint IRCTC reserve right to put penalty on Accommodation Partner, which it may deem fit.
 - f) Notifications – System should support notifications to customers for various activities via Emails & SMS.
 - g) Secure payment gateway interface with multiple banks solution compliant with RBI directives for online payments of goods, supplier payment settlements etc.
 - h) The go live date should not be more than 30 days from the time of LOA.

- i) Regular Updates, upgrades, offers in the platform should be carried out to meet the market demand.
 - j) For customer reference and quality ok. The name of the Accommodation Partner should be displayed to the passenger while booking along with, the amenities and facility available in Accommodation Partner. (For example Lift Available/Not Available etc.) as well as the meal plan available in the price.
- B) Customer Care Support (both pre sales & post sales): Accommodation Partner is required to provide customer care support for IRCTC branded support to the users, the inbound fulfillment support both on e-mails and phones through a dedicated telephone number (inclusive of all logistic costs related to it). IRCTC would only provide the support for the payment related issues or escalations.
- C) Other Synergies: The Accommodation Partner should be willing to enter into other mutually beneficial possibilities like powering the Accommodation content for IRCTC tour packages (Group tours & FIT packages) across India and selling of IRCTC tour packages on commission basis or B2B model.
- D) Technical Support in integration: Accommodation Partner is required to provide Tech support for integration of white label and other related support required by IRCTC from time to time.
- E) Marketing: Accommodation Partner will help IRCTC in various marketing activities for promotion and selling of Accommodation Partners and will launch Promos / discounts/ offers for increase in selling of the Accommodation Partners.
- F) IRCTC will provide marketing support as per Annexure –II



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

Expression of Interest (EOI)

FOR

**Empanelment of Accommodation Partners for association to provide online
Accommodation inventory for sales on IRCTC Tourism website and its associate portal
(Bid No. 2018/IRCTC/CO/MFC/ACCOMMODATION PARTNERS)**

Empanelment of Accommodation Partner for Category A, B & C will be **for a period of three years** which may be extended further **for two years on mutually agreed term** at the sole discretion of IRCTC.

Empanelment of Accommodation Partner for Category D will be for **a period of one year**.

Intending Accommodation Partners shall be eligible to apply for empanelment through out the year 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.

The empanelment of Accommodation Partners will be done in following categories:-

- i) Budget – below Rs. 2000/-
- ii) Economy- between Rs. 2001/- to Rs. 4000/-
- iii) Deluxe – Above Rs. 4000/-
- iv) MICE Accommodation Partners:- With banquet capacity of more than 250 delegates & more than 70 rooms.

Jurisdiction for the submission of documents:-

The intended applicants may submit the application documents to the concerned IRCTC Office considering the following:-

- 1) **Category A:-** Hotels/Resorts/Lodges on Railway Land, MFCs, State/Govt. owned Hotels/partnered hotels/lodges:-
 - a) For category A, the applicants can submit application at any of IRCTC Regional office/Zonal office/Corporate Office if the number of Hotels/resorts/lodges are less than 10.
 - b) For category A, the applicants can submit application at any of IRCTC Zonal office/Corporate Office if the number of Hotels/resorts/lodges are more than 10.
- 2) **Category B (Except 5 star hotels) :-** Hotels/resorts/lodges other than in Category A:-

- a) For category B, the applicants can submit application at any of IRCTC Regional office/Zonal office, if the number of Hotels/resorts/lodges are less than 10.
- b) For category B, the applicants can submit application at any of IRCTC Zonal office if the number of Hotels /resorts/lodges are more than 10.

3) **Category C** :- Chain of Hotels including 5 star Accommodation Partners/resorts

- a) For category C, the applicants can submit application at any of IRCTC Zonal office, if the number of Hotels is less than 10 and are located within the jurisdiction of concerned IRCTC Zone.
- b) For category C, the applicants can submit application IRCTC Corporate Office, if the number of Hotels are more than 10 and Hotels are located outside the jurisdiction of one IRCTC Zone.

The details of the contact details of IRCTC Corporate/Zonal/Regional Offices are as under:-

4) **Category D**:- Home stay, Bed & Breakfast, PGs, Dormitories, paying Guest Houses, Yatri Nivas, Dharmshalas, Camps, Tents, Service Apartments, House boats, Holiday Homes, start ups etc.

- a) For category D, the applicants can submit application at any of IRCTC Regional office/Zonal office/Corporate Office if the number of Home stay, Bed & Breakfast, PGs, Dormitories, paying Guest Houses, Yatri Nivas, Dharmshalas, Camps, Tents, Service Apartments, House boats, Holiday Homes, start ups etc. are less than 10.
- b) For category D, the applicants can submit application at any of IRCTC Regional office/Zonal office/Corporate Office if the number of Home stay, Bed & Breakfast, PGs, Dormitories, paying Guest Houses, Yatri Nivas, Dharmshalas, Camps, Tents, Service Apartments, House boats, Holiday Homes, start ups etc. are more than 10.

1) **IRCTC Corporate Office**:-

Joint General Manager (Events)

Indian Railway Catering and Tourism Corporation Limited,

M-13 Punj House, New Delhi-110001,

Ph. 011- 23701101/56.

2) IRCTC Zonal Offices:-

Group General Manager, IRCTC Ltd./West Zone 2nd Floor, New Administrative Building, Central Railway, CST, Mumbai-400001 Tel.No. 022-22618062, 22618063, 22618064 Fax No. 022-22618066	Group General Manager, IRCTC Ltd./East Zone, Old Koilaghat Building, Ground Floor,3,Koilaghat Street, Kolkata 700001 Tel.No. 033-22439045, 22133207 Fax No. 033-22439046
Group General Manager, IRCTC Ltd./South Zone, 6A,The Rain Tree Place, No. 9 Mc Nicholas Road, Chetpet, Chennai 600031 Tel.No. 044-28363453 Fax No. 044-28361997	Group General Manager, IRCTC Ltd. /SCZ 9-1-129/1/302, 3rd Floor, Oxford Plaza, Sarojini Devi Road, Secunderabad, Andhra Pradesh - 500003 Tel.No. 040-27702401, 27702407, 27808899 Fax No. 040 - 27715983
Group General Manager, IRCTC Ltd./North Zone, Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi - 110002 Zonal Office Tel.No.: - 011-23234763, 23221146 , Fax: - 011-23210321	

3) IRCTC Regional Offices:-

CRM/JAIPUR, Regional Office IRCTC, 708, 7th Floor, Crystal Mall , Sawai Jai Singh Highway, Banipark, Jaipur- 302016 Tel.No. 0141-4020194, 4020198, Fax No. 0141-4020193	CRM/LUCKNOW, Regional Office IRCTC, Paryatan Bhawan, 2nd Floor, C-13, Vipin Khand, Gomti Nagar, Lucknow -226010 Tel.No. 0522-2305522 Fax No. 0522-2305533
CRM/CHANDIGARH Regional Office IRCTC, S.C.O. 80-81-82 Sector 34-A Chandigarh – Ph. No. 0172-465795	CRM/Ahmedabad, Regional Office IRCTC, 5nd Floor, Pelican Building, Gujarat Chamber of Commerce and Industry Ashram Road, Ahmedabad-380009. Tel.No. 079-26582673-75 Fax No. 079-26580735
CRM/BHOPAL Regional Office IRCTC, 2nd Floor, Paryawas Bhavan, Block-4 ,Arera Hills, Bhopal – 462011 Tel.No. 0755- 2577011, 4285226 , Fax No. 0755 - 4057982	CRM/BANGLORE Regional Office IRCTC, C.B. Royale Building, 2/2 - Dr. Rajkumar Road, Rajaji Nagar, Bangalore -560010 Tele: 080-22960014,Fax No. 080-23123877
CRM/ ERNAKULAM Regional Office IRCTC, Sail - Harcad 1st Floor Building No.40/8194, Convent Road, Kochin- 682035 Tel.No. 0484-2382991-92 Fax No. 0484-2382990	CRM/Bhuvaneshwar Regional Office IRCTC, A-0/1, Ground Floor, Bhubaneshwar Fortune Towers, Chandrasekharpur - 751023 Tele No. :0674-2303657,0674-2303658, Fax No.:0674-2301853
CRM/ Patna, Regional Office IRCTC, Boscomaun Tower,4th Floor, West Gandhi Maidan, Patna - 800001 Tel.No. 0612-2205801,2213993 Fax No. 0612-2213993	CRM/ Guwahati, Regional Office IRCTC, 4D, Mandvi Aptts., In Front of Ranvirra Bhawan, GNB Road, Ambari, Guwahati, Assam- 781001 Tel.No. 0361-2737123 Fax No. 0361-2367122

Note: Format of Covering letter, Letter of acceptance, documents required on the basis of category, etc. should be put in a single sealed envelope marked as “EOI for Empanelment of Accommodation

**Partners for association to provide online Accommodation inventory for sales on IRCTC
Tourism website and its associate portal”**

Instructions to the Applicants

1. Empanelment document can be downloaded from website www.irctc.com.
2. Documents can be submitted through registered post/by hand.
3. The applicant should submit complete set of documents along with filled in, signed and stamped undertakings (Annexures I – VII & Annexures A - B). 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 should be serially numbered on the top right hand corner of every page.
5. IRCTC reserves the right to inspect establishments/ offices of the Accommodation Partners 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.
6. Incomplete application documents are likely to be rejected. Application document without proper stamp and sign on each and every page including the covering letter shall be considered as incomplete.
7. 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 application document can be rejected without assigning any reason.
8. There is no restriction on the numbers of qualified agencies. Qualification solely depends on evaluation and fulfillment of specified Technical and Financial Eligibility Criteria.
9. In case of Hotel/lodge/MFC etc. built on Railway land then give details of LOA issued by concerned Railway Office

TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

- 1.1. Term. **The term** of this empanelment for Category **“A”, “B” & “C”** shall be for a period of **three year** from the **date of agreement**, unless earlier terminated in accordance with the terms of this Agreement. The Term may be **extended** further for **two years** on the basis of mutual written consent of the Parties and at the sole discretion of IRCTC.

The term of this empanelment for **Category “D”** shall be for a period of **one year** from the date of agreement, unless earlier terminated in accordance with the terms of this Agreement.

- 1.2. The parties may revise the commercials by executing an addendum after the above-mentioned period.

1.3. **Trademark License to Use the Accommodation Partner Mark.**

During Agreement Term, Accommodation Partner grants to IRCTC a non-exclusive, worldwide, non sub-licensable license to use Accommodation Partner Mark or any part of it in connection with products or services and IRCTC hereby agrees to do nothing inconsistent to legal use for promotion of product;

- 1.4. **IRCTC Logo:** Subject to the terms and conditions of this Agreement, IRCTC grants a non-exclusive, non-transferable, non-assignable, non sub-licensable, revocable license during the Tenure of this Agreement to use IRCTC Logo ("**IRCTC Mark**") solely in connection with the marketing and promotion of Accommodation Partner Content on IRCTC website, in the manner set forth herein below. Accommodation Partner hereby agrees to do nothing inconsistent to legal use for promotion of product

- 1.5. Accommodation Partner may use IRCTC Mark online and offline marketing, promotional materials, and to display & advertise at its sales channel subject to the prior review of IRCTC.

- 1.6. All goodwill arising out of ACCOMMODATION PARTNER's use of the IRCTC Mark will inure to the sole benefit of IRCTC.

- 1.7. IRCTC shall have the right to monitor ACCOMMODATION PARTNER's use of the IRCTC Mark to ensure the quality thereof.

- 1.8. Upon termination or expiration of this Agreement,.....parties shall immediately cease and discontinue all further use of the Trademarks of each party

2. Representations and Warranties

- 2.1. By Both Parties.

- (i) Each party represents and warrants that it has full power and authority to enter

into this Agreement.

- (ii) They have and will retain all necessary rights to grant the licenses for use of logos under this Agreement;

2. IRCTC DELIVERABLES AND OBLIGATIONS.

- 3.1 IRCTC will use Accommodation Partner Rooms inventory via extranet/API/White label to display the room availability along with comprehensive and up to date product information for customers to book the rooms in Accommodation Partner hotels etc. through IRCTC B2C and B2B channels. The necessary technical & offline support & updation will be given byACCOMMODATION PARTNER.
- 3.2 IRCTC will display Accommodation facilities of empanelled Accommodation partner under Accommodation Partner or Accommodation or any appropriate tab on its websites (irctc.co.in, irctctourism.com, air.irctc.co.in) through which booking & functionality will be enabled by IRCTC to book the ACCOMMODATION PARTNER inventory.
- 3.3 IRCTC will do the booking of Accommodation Partner through its site/app/TFC/agents etc. the functionality of which will be supported byACCOMMODATION PARTNER. Accommodation Partner will run similar or better promotion on IRCTC platform as run on its own Website/App etc.
- 3.4 IRCTC may advertise adequately to promote Accommodation Partner as general product, not specific to any one particular Accommodation Partner.
- 3.5 IRCTC may mutually discuss with Accommodation Partner on the promotion of products, based on seasons and offerings. Promotions to any registered user may be done by IRCTC using its online marketing properties.
- 3.6 Offline promotions if any would be mutually decided between the Parties.
- 3.7 IRCTC & Accommodation Partner will utilize all the available resources to maximize the reach to ACCOMMODATION PARTNER product.
- 3.8 IRCTC will sell Accommodation Partner product through its authorized agents for which the commission to such agents will be decided by IRCTC & functionality will be provided by ACCOMMODATION PARTNER.
- 3.9 IRCTC may utilize the ACCOMMODATION PARTNER in its packages based on better rates and combination of services as required by IRCTC to run the package. ACCOMMODATION PARTNER may participate in RFQ/Bid for the same and provide better pricing as preferred associate.

3.10 In case of any orders by Government of India, any Ministry under Government of India, any Government Organization, Court, Consumer Redressal cell etc. prohibiting any activity or promotion under this Agreement, as found suitable by IRCTC officials then such activity or promotion may be stopped temporarily or permanently and the ACCOMMODATION PARTNER shall honour such order. Similarly, in case any customer requests or complaint regarding any promotional activity (email or sms etc.), the same need to be discontinued, then ACCOMMODATION PARTNER shall honour all such requests/orders.

4 ACCOMMODATION PARTNER OBLIGATIONS AND RESPONSIBILITIES.

4.1 ACCOMMODATION PARTNER shall furnish performance guarantee in the shape of bank guarantee of this Agreement and timely payment of fixed amount and commission.

4.2 ACCOMMODATION PARTNER and IRCTC hereby agree and acknowledge that the bank guarantee may be invoked by IRCTC in the event of ACCOMMODATION PARTNER committing defaults in making timely payment of commission or to deposit advance fixed amount every month or any customer complaint.

4.3 All standard conditions as specifically provided on the website shall apply to Accommodation Partner webpage besides terms and condition of booking of the Accommodation Partner/product.

4.4 Accommodation Partner shall during the Tenure, shall send Cobranded Transactional SMS and relevant Cobranded emails to customer making booking through the IRCTC Accommodation Partner Booking Webpage/App.

4.5 During the term of the Agreement, ACCOMMODATION PARTNER may provide the live feed/data of the all the available rooms across India under its network and shall update the live feed/data regarding room availability as frequently as possible.

4.6 Accommodation Partner on its own will is open to launch any promotion scheme for IRCTC employees or its agents for selling the Accommodation Partners.

4.7 ACCOMMODATION PARTNER shall daily update bookings and inventory status as per channels mentioned in "Annexure A" and will provide the dashboard for the monitoring the same. The availability and confirmation of the rooms are guaranteed and the bookings shall be honoured by ACCOMMODATION PARTNER. ACCOMMODATION PARTNER will provide IRCTC with such comprehensive and up to date product information, including photographs, and facility/service descriptions through available sources with details as described in Annexure B.

4.8 Rates: Accommodation Partner shall provide IRCTC with rates which are competitive in the market. The Rate parity need to be maintained vis a vis Accommodation Partner Website or its direct source and shall make best efforts to

provide the best available rates for all bookings made pursuant to this Agreement.

- 4.9 Accommodation Partner shall update the Booking, Cancellation and Amendment Policy on the IRCTC site/app/network through IRCTC Accommodation Partner dashboard/API/email, any change in the Booking, Cancellation and Amendment Policy shall be updated by the Accommodation Partner and should be abided by Accommodation Partner. IRCTC shall accept bookings from customer based upon such policy that is updated by the Accommodation Partner and the Accommodation Partner shall be responsible to honor the bookings. In case of any technical error Accommodation Partner will be responsible in case of API.
- 4.10 Accommodation Partner will have to keep IRCTC informed of the sold out dates in advance via live inventory sync and same should be updated on IRCTC Accommodation Partner webpage.
- 4.11 All information contained in this agreement and provided by IRCTC to the Accommodation Partner is strictly confidential and must not be disclosed to third parties.
- 4.12 Accommodation Partner shall be solely responsible to update/maintain the inventory and rates through API/Intranet etc. If Accommodation Partner fails/omits to update, verify and/or amend the inventory and rates, then Accommodation Partner shall honor all the bookings of the customers done through IRCTC Accommodation Partner webpage by either accepting the booking or upgrading the booking at the same cost.
- 4.13 Accommodation Partner will hold the responsibility for customer experience and manage the complaints.
- 4.14 Accommodation Partner shall manage 24*7 Call center/reservation for Accommodation Partner Query/Complaint/Cancellation/Booking etc. IRCTC agrees that Accommodation Partner call center/reservation shall manage all queries, complaints, cancellations and bookings relating to the booking relating to Accommodation Partner and all queries, complaints, cancellations and bookings relating to rail bookings.
- 4.15 In all the communication (sms/email/call etc) given to customers, IRCTC-Accommodation Partner name will be displayed to customer for unique experience.
- 4.16 Accommodation Partner will give separate rate for IRCTC packages which will be required to run various packages by the Zones/Corporate offices.
- 4.17 IRCTC and Accommodation Partner will work towards the product improvement for increase in business and implement new techniques, Accommodation Partner add on services etc for the same.
- 4.18 **Incentive:** Towards the bookings done by IRCTC for the

ACCOMMODATION PARTNER, the Accommodation Partner may run campaign or incentive scheme with intimation to IRCTC.

- 4.19 Commission of minimum ---- % will be paid by 10th of next month. In case of delay IRCTC may take action as found suitable including imposing penalty or discontinue Accommodation Partner from IRCTC Accommodation Partner product. (for pay at Accommodation Partner option).

5 TERMINATION OF THE AGREEMENT BY EITHER PARTY.

5.1 Either party may, during the term, terminate this Agreement immediately on written notice if the other party:

- (a) is in material breach of this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach; or
- (b) is unable to meet its obligations under this Agreement for more than 30 days due to force majeure.
- (c) where the breach is incapable of remedy;

5.2 Either party may terminate this Agreement without any liability on either side by service of written notice of 2 (two) months to the other party.

5.3 IRCTC may retain the non-exclusive right to store the Contents shared with Accommodation Partner in perpetuity.

5.4 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.

5.5 Accommodation Partner shall honor any booking/reservations from IRCTC done till the date of termination, and all reservation/bookings made pursuant to this Agreement shall survive the termination of the agreement.

5.6 Termination for occurrence of Force Majeure event: In the event of an occurrence of a Force Majeure event, either Party invokes its right to terminate this Agreement, IRCTC may refund the amount the performance Security Deposit to the ACCOMMODATION PARTNER after deducting any outstanding dues.

5.7 Termination by IRCTC for Event of Defaults committed by ACCOMMODATION PARTNER: - In the event termination by IRCTC has been done due to defaults of Accommodation Partner mentioned hereunder, it shall be lawful for the IRCTC to forfeit the Performance Security Deposit while terminating the agreement.

5.8 EVENTS OF DEFAULT: Any of the following events shall constitute event of default by ACCOMMODATION PARTNER:

5.8.1 Regular instances of non-payment of Commission agreed under the agreement.

5.8.2 Willful Negligence in responding to IRCTC queries related to the performance of services by Accommodation Partner under this

Agreement.

5.8.3 Any other act which is against the interest of IRCTC, which shall be mutually decided by the parties.

5.9 Termination by IRCTC with no notice: IRCTC shall be entitled to terminate this Agreement forthwith without any notice in case of events that are beyond Accommodation Partner's control, which shall only mean the following:

5.9.1 In the event Accommodation Partner being a company, passes any resolution to be wound up either compulsorily or voluntarily.

5.9.2 Accommodation Partner has unlawfully repudiated or has otherwise expressed an unlawful intention not to be bound by the terms and conditions of this Agreement.

5.9.3 If any person who is either (a) a Director of ACCOMMODATION PARTNER; or (b) a key managerial personnel; or (c) any person who is directly and actively engaged in conducting activities with IRCTC in relation to this Agreement who is acting on ACCOMMODATION PARTNER's behalf, with ACCOMMODATION PARTNER's knowledge and consent, has contravened provisions under Chapter IX of the Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants.

6 PAYMENT CONSIDERATIONS/FEES/TAXES/TDS.

6.1 IRCTC shall be entitled to ----- percentage (-- %) commission on all the used booking made pursuant to this agreement and on booking channels as part of this agreement. Commission will be paid for all used room nights where bookings were made in the session originating from IRCTC and it's associate portals& shall be subject to tax deducted at source as per Income Tax Act, 1961.

6.2 Parties agree that reconciliation and billing with respect of -- % commission as per preceding section shall be done by seventh of the following month and payment by the either party shall be done by tenth of the following month (The amount payable will be for booking utilised/consumed in the previous month).

6.3 During the term of this agreement, Accommodation Partner shall furnish a bank guarantee/draft in favour IRCTC as performance security deposit.

6.4 Accommodation Partner may collect the payment for booking from the customer at the time of booking in case of Pay at Accommodation Partner option.

6.5 In case IRCTC collects the payment for booking from the customer at the time of booking and IRCTC shall on monthly basis by 10th of each month reconcile the amount received with Accommodation Partner for all Accommodation Partner

booking made pursuant to this Agreement. Parties agree that based on the reconciliation, and pay the amount after deducting commission of -----% plus taxes (TDS as applicable on commission will be borne by IRCTC) to ACCOMMODATION PARTNER. . Parties agree that the any amount payable after reconciliation shall be paid by twentieth of that month.

6.6 All additional and miscellaneous services availed by the customer during the stay to be charged directly to the customer. IRCTC agrees that it shall not be entitled to any commission on such services used by customer.

6.7 Accommodation Partner may open rolling deposit scheme (“RDS”) account with IRCTC for selling its tourism products. Commission as applicable for the travel agents and updated from time to time will be applicable for all such transaction happening through Accommodation Partner network. Commission as applicable plus TDS will be deducted from the total amount and will be paid by Accommodation Partner through RDS or direct.

7 INABILITY TO HONOUR RESERVATIONS AND NO SHOWS

7.1 If Accommodation Partner is unable to honor any of its reservations, it shall immediately notify IRCTC and provide similar or upgraded accommodation to IRCTC customer, without any extra charge or relocate the IRCTC customer to comparable or Higher Accommodation, with the same (identical) inclusions, also arrange for the transportation to alternate property.

7.2 Accommodation Partner shall also prepay to such comparable or higher Accommodation or Resort the room charges for the nights in question, together with all the transportation costs of such customer to such alternative accommodation and with the same (identical) inclusions. Accommodation Partner shall each month provide summary for all such relocation to IRCTC. Accommodation Partner shall, as per its corporate customer relation policy, share the communication it had with the guest in resolving the issue including remedy or apology as the case maybe.

7.3 IRCTC will notify Accommodation Partner of cancellation and amendments made by IRCTC customer and Accommodation Partner shall process refunds as per the booking/cancellation policy of the Accommodation Partner for which the booking was done.

7.4 Accommodation Partner agrees to the following penalty provisions with respect to bookings made pursuant to this Agreement:

7.5 Accommodation Partner shall be liable to penalty to only in those cases where it shall not be able to offer accommodation for confirmed booking. Parties agree that any relocation/shifting cases shall not fall within the ambit of this penalty provision. Accommodation Partner shall provide details of such booking and IRCTC reserve the right of amount of penalty or discontinuation of the services.

8 COMPLIANCE WITH APPLICABLE LAWS

Accommodation Partner shall comply with the applicable state and central laws and

regulations and to comply with municipal regulations applicable in respect of safety, health, hygiene, fire regulations etc., and to ensure their enforcement in respect of the relevant Accommodation Partner facility. Accommodation Partner shall co-operate and provide all necessary assistance with IRCTC in case of any audit, enquiry, investigation, dispute and/ or litigation. Accommodation Partner shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

9 INDEMNITY

9.1 Both Parties shall indemnify, defend and hold harmless each other and their respective officers, directors, agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses incurred for any claim against each other arising out of a breach by the breaching Party of the obligations (including any warranty) under this Agreement based resulting from services or performance of this Agreement.

9.2 **Customer Liability:** Accommodation Partner shall be responsible to ensure that any and all complaint or grievances of the Customers towards any deficiency of services as associated with accommodation as Accommodation Partner, negligence or wilful misconduct are addressed and resolved by the Accommodation Partner directly. In event IRCTC has to pay to the customer, either through a judicial order or with consent of ACCOMMODATION PARTNER, any damages for any claim of deficiency of services as associated with accommodation as Accommodation Partner, then the same payment will be made to IRCTC by ACCOMMODATION PARTNER.

Procedure for empanelment of Accommodation Partners

1) **The empanelment of Accommodation Partners will be done in following categories:-**

- a) Budget – below Rs. 2000/-
- b) Economy- between Rs. 2001/- to Rs. 4000/-
- c) Deluxe – Above Rs. 4000/-
- d) MICE Accommodation Partners:- With banquet capacity of more than 250 delegates & more than 70 rooms.

Category A:- Accommodation Partners/resorts/lodges on Railway Land, MFCs, State/Govt. owned Accommodation Partners/partnered Accommodation Partners/lodges:

Category B:- (Except 5 star Accommodation Partners) :- Accommodation Partners/resorts/lodges other than in Category A:-

Category C :- Chain of Accommodation Partners including 5 star Accommodation Partners/resorts.

Category D:- Home stay, Bed & Breakfast, PGs, Dormitories, paying Guest Houses, Yatri Nivas, Dharmshalas, Camps, Tents, Service Apartments, House boats, Holiday Homes, start ups etc.

- 2) As per the preferred Jurisdiction and eligibility based on the categorization of Accommodation Partners, the intended applicants may submit the application documents to the concerned IRCTC Office.
- 3) Location:- Following criterion shall be preferred
 - a) Near the Rly. Station & at city Centre in case of business city.
 - b) Near major attraction in case of leisure/religious city.
- 4) Rating :- the Accommodation Partner review at Trip Advisor or Holiday IQ shall be more than 3.5*
- 5) Technical integration:-
 - a) Preference may be given to properties having their own website and API (cancellation and booking).
 - b) The properties which do not have booking /cancellation APIs shall have to share a fixed inventory for booking from our portal and unbooked inventory can be resorted to them within 24 hrs./48 hrs.
- 6) Rates:- The rates should be with provision of minimum --- % commission to IRCTC.

7) Integration charges:-

The following integration charges (non refundable) will be applicable

A:- For Private Accommodation Partners

- a) Rs. 25,000 + Applicable Taxes for Accommodation partners with Single unit of economy and budget class Accommodation
- b) Rs. 50,000 + Applicable Taxes for Accommodation partners with Accommodation / properties (Upto 10 properties).
- c) Rs. 1.00 Lakh + Applicable Taxes for Accommodation partners with a chain of Accommodation / Properties above 10.

B:- For Railways/State/Govt./Forest owned/Contracted Accommodation Partners/MFCs - Rs. 01 Lakh + Applicable Taxes

8) Performance Security Deposit:-

A performance security deposit (refundable) shall also be applicable as per below:-

- a) **For Private Accommodation Partners** - Rs. 02 lakhs (for all categories).
- b) **For Railways/State/Govt./Forest owned/Contracted Accommodation Partners/MFCs** - Rs. 01 lakh

- 9) Letter of Award (LOA) will be issued to the successful applicants. The applicant should submit their acceptance to IRCTC within three (3) days of processing Letter of Award (LOA).

- 10) The successful applicant shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost before start of each work order. Till then the letter of award to the Accommodation Partner shall form the binding agreement between IRCTC and the Accommodation Partner.

FORMAT FOR COVERING LETTER (To be submitted on Company's Letterhead)

To,

(Designation)

Concerned IRCTC office address.

Sub: Empanelment of Accommodation Partners for association to provide online Accommodation inventory for sales on IRCTC Tourism website and its associate portal.

- (A) I / We do hereby declare that the information given in this Application, documents enclosed are true to the best of my/our knowledge and belief.
- (B) I / We undertake that I have full authority to submit this EOI Document along with the documents, on behalf of _____ (name of the company)
- (C) I/we understand that this EOI is for empanelment of Accommodation Partners for the intended business activities. IRCTC is free to initiate different mode/method for appointment of activities / services / Tourism Products including, but not limited to, those not covered in the scope of this empanelment and / or those for which IRCTC feels other modes of appointment are better suited.
- (D) I / We wish to apply for empanelment.
- (E) I/We accept the terms and conditions mentioned in the empanelment document and it has been understood by us.
- (F) I/We have duly signed on each page of the offer document.
- (G) I/We further certify that we are ready to provide online Accommodation inventory for sales on IRCTC Tourism website and its associate portal, as per the terms and conditions of the empanelment document and as per the agreement executed between us and IRCTC.
- (H) I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- (I) The empanelment for categories "A", "B" & "C" is for a period of (3 + 2) years and for "D" (1 year) from date of signing of agreement.
- (J) I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of work, IRCTC will have the right to summarily reject the bid, cancel the Award of Work or revoke the same at any time without assigning any reason whatsoever.

DISCLAIMER

I / We understand that merely filling of Checklist Performa does not mean the qualification in the EOI process. The papers submitted will be checked and verified by IRCTC subsequently, and the decision taken by IRCTC will be final and binding on me / us.

Signature of Bidder/Authorized Signatory

Name & Designation.

Date and Place:

Company Seal.

IRCTC ACCOMMODATION PARTNER INVENTORY DISPLAY / SALES CHANNELS:

1. Tabs	a) irctc.co.in b) irctctourism.com c) air.irctc.co.in
2. Home Page Banners(one banner in flip mode)	a) irctc.co.in b) irctctourism.com c) air.irctc.co.in
3. Banner	a) Relevant pages on Tourism site (Bedroll, Accommodation, Cabs, E wheelchair)
4. Mailer to Target passengers as per demand	a) Train Passengers b) Flight Passengers c) E Catering Passengers d) Tourism Passengers @ 30 paise per mailer (Payment for the e mail to be made by bidder)
5. Banner on Ticket Print	a) Train Ticket b) Flight Ticket
6. Contextual Banner	a) Train Search page b) Train confirmation page c) Air confirmation page
7. Banner on Mobile App	a) Train Ticket a) Air App
8. Banner on sign out page(one banner in rotation mode)	a) irctc.co.in
9. Sms	a) Target passengers sms as per request of bidder @ 10 paise per sms (Payment for the sms to be made by bidder)
10. IRCTC Mobile APP	a) Mobile app or Accommodation Partner App integration with Tourism App based on feasibility
11. Tourism facilitation Counters	a) Banner display of the Accommodation Partners for awareness and selling, Banners to be provided by the bidder.
12. Travel & Tourism Agents	a) Communication and selling through IRCTC Travel & Tourism agents
13. Call Centre selling	a) 139 (Train call Centre) b) 1800110139 (Tourism call Centre)

Note: Accommodation Partner inventory to be hosted on www.AccommodationPartner.irctctourism.com.

(To be printed on the Company's letter head)

To,

To,

(Designation)

Concerned IRCTC office address.

Sir,

In reference to EOI No. 2018/IRCTC/CO/MFC/ACCOMMODATION PARTNERS, I/We/am/are furnishing herewith the details of company for considering of empanelment:

A) General Information

- 1) Name of Accommodation Partner
- 2) Name of CEO/GM/FOM
- 3) Year of inauguration
- 4) Address and contact details

- 5) PAN No.
- 6) GST No.
- 7) Star accreditation as per FHRA
- 8) No. of rooms available
- 9) No. of AC Rooms and No. of NAC Rooms
- 10) Contact person name and contact number
- 11) In case of Accommodation Partner/lodge/MFC etc. built on Railway land then give details of LOA issued by concerned Railway Office.

I/We hereby certify that the details given above about the company is true to my knowledge and belief and also agree to provide Accommodation Partner accommodation to IRCTC as per availability.

Date

Company seal

Authorized Signatory

Name

(To be printed on the Company's letter head)

Undertaking

1. I/We certify that ----- firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises/sector units etc.
2. I/we undertake that ----- shall comply with all applicable state and central laws and regulations and to comply with municipal regulations applicable in respect of safety, health, hygiene, fire regulations etc. Accommodation Partners to ensure their enforcement in respect of the relevant Accommodation Partner facility. Accommodation Partner shall co-operate and provide all necessary assistance with IRCTC in case of any audit, enquiry, investigation, dispute and/ or litigation. Accommodation Partner shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen’s compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. Accommodation Partner shall ensure fulfilment of all regulations, certification etc. in regard to the running of Accommodation Partner.
3. I/We certify that in the last three years, -----/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We undertake non-disclosure/sharing of confidential information with third parties

Name/Signature

(Authorized signatory)

Stamped

AGREEMENT

This agreement ("**Agreement**") is made on thisday of 2019 at between:

Indian Railway Catering and Tourism Corporation Limited, having its Registered Office at B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001 and one of its Office at through Mr....., hereinafter called "**IRCTC**" which expression shall where the contexts so admits include its successor and assigns of the First Part.

And

M/s**ACCOMMODATION PARTNER**, having its corporate office atthrough its authorized signatory Mr., hereinafter called "....." which expression shall where the contexts so admits include its successor and assigns of the Second Part.

For the purpose of this Agreement, "IRCTC" and ".....Accommodation Partner" shall be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. IRCTC, a Public Sector Undertaking under Ministry of Railways unveiled its online portal in 2002 www.irctc.co.in, and initiated its on-line ticketing facility and leads the category of travel e commerce with the largest transaction share and dollar share. It has achieved a tremendous growth in e-ticketing since inception with 5.8 lakhs tickets per day. Its registered user base is over 30 million. It provides a range of travel & tourism services to customers including All Inclusive Rail tour Packages, Tourist Trains, Holiday packages, Accommodation Partners & Cab rentals.
- B. The is operating and running a star Accommodation facility and is desire to sell its inventory availing services of an organization.
- C. IRCTC has approached ".....Accommodation Partner" for association to provide online Accommodation inventory for sales on IRCTC Tourism website and its associate portal through API/ White label integration/Inventory based solution for benefit of both parties. The inventory will be powered by ".....Accommodation Partner".
- D. has made an offer to avail services of IRCTC for the aforesaid purpose and further to promote IRCTC product.
- E. IRCTC, vide letter datedth....., 2019 has communicated its acceptance to the proposal with ---- % commissionable, for continuous support for a period of **3 years** for **categories "A", "B" & "C"** (with right to extension of two year on mutually agreed term at the sole discretion of IRCTC) **and for 1 year for category "D" from date of signing of agreement.**

- F. IRCTC has asked the Accommodation Partner to deposit Security Deposit in the form of Bank guarantee in accordance with the terms and conditions, and a Bank Guarantee, of number, and dated2019 in the sum of Rs..... ("Bank Guarantee") has along with Rs..... plus applicable taxes as integration charges has been deposited towards fulfillment of obligations under the contract.
- G. The Parties hereby agree thatAccommodation Partner will devise and operate an online co-branded webpage/API Integration/Intranet Inventory in the form of providing access to a Accommodation Partner room inventory in accordance with the terms & conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agrees as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

- 1.1 Proposal submitted byAccommodation Partner dated2019 including enclosures.
- 1.2 The letter of acceptance issued by IRCTC dated ...th..... 2019.
- 1.3 All the annexures attached hereto.

2) GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

- 2.1) Term. The term of this Agreement shall be for a period of three years for Category "A", "B" & "C" from the date of agreement, unless earlier terminated in accordance with the terms of this Agreement. The Term may be extended for another term of two years on the basis of mutual written consent of the Parties and at the sole discretion of IRCTC. The term of Agreement shall be for a period of one year for category "D" from the date of agreement, unless earlier terminated in accordance with the terms of this Agreement.
- 2.2) The parties may revise the commercials by executing an addendum after the above-mentioned period.
- 2.3) **Trademark License to Use the Accommodation Partner Mark.**

During Agreement Term, Accommodation Partner grants to IRCTC a non-exclusive, worldwide, non sub-licensable license to use Accommodation Partner Mark or any part of it in connection with products or services and IRCTC hereby agrees to do nothing inconsistent to legal use for promotion of product;

- 2.4) IRCTC Logo: Subject to the terms and conditions of this Agreement, IRCTC grants a non-exclusive, non-transferable, non-assignable, non sub-licensable, revocable license during the Tenure of this Agreement to use IRCTC Logo ("IRCTC Mark") solely in connection with the marketing and promotion of Accommodation Partner Content on IRCTC website, in the manner set forth herein below. Accommodation Partner hereby agrees to do nothing inconsistent to legal use for promotion of product

- 2.4.1) Accommodation Partner may use IRCTC Mark online and offline marketing, promotional materials, and to display & advertise at its sales channel subject to the prior review of IRCTC.
- 2.4.2) All goodwill arising out of ACCOMMODATION PARTNER's use of the IRCTC Mark will inure to the sole benefit of IRCTC.
- 2.4.3) IRCTC shall have the right to monitor ACCOMMODATION PARTNER's use of the IRCTC Mark to ensure the quality thereof.
- 2.4.4) Upon termination or expiration of this Agreement,.....parties shall immediately cease and discontinue all further use of the Trademarks of each party

2.5) Representations and Warranties

By Both Parties.

- (i) Each party represents and warrants that it has full power and authority to enter into this Agreement.
- (ii) They have and will retain all necessary rights to grant the licenses for use of logos under this Agreement;

2.6) IRCTC DELIVERABLES AND OBLIGATIONS.

- 2.6.1) IRCTC will use Accommodation inventory via extranet/API/White label to display the room availability along with comprehensive and up to date product information for customers to book the rooms in Accommodation facilities provided by Accommodation partner through IRCTC B2C and B2B channels. The necessary technical & offline support & updation will be given byACCOMMODATION PARTNER.
- 2.6.2) IRCTC will display Accommodation Partner under Accommodation Partner or Accommodation or any appropriate tab on its websites (irctc.co.in, irctctourism.com, air.irctc.co.in) through which booking & functionality will be enabled by IRCTC to book the ACCOMMODATION PARTNER inventory.
- 2.6.3) IRCTC will do the booking of Accommodation Partner through its site/app/TFC/agents etc. the functionality of which will be supported byACCOMMODATION PARTNER. Accommodation Partner will run similar or better promotion on IRCTC platform as run on its own Website/App etc.
- 2.6.4) IRCTC may advertise adequately to promote Accommodation Partner as general product, not specific to any one particular Accommodation Partner.
- 2.6.5) IRCTC may mutually discuss with Accommodation Partner on the promotion of products, based on seasons and offerings. Promotions to

any registered user may be done by IRCTC using its online marketing properties.

- 2.6.6) Offline promotions if any would be mutually decided between the Parties.
- 2.6.7) IRCTC & Accommodation Partner will utilize all the available resources to maximize the reach to ACCOMMODATION PARTNER product.
- 2.6.8) IRCTC will sell Accommodation Partner product through its authorized agents for which the commission to such agents will be decided by IRCTC & functionality will be provided by ACCOMMODATION PARTNER.
- 2.6.9) IRCTC may utilize the ACCOMMODATION PARTNER in its packages based on better rates and combination of services as required by IRCTC to run the package. ACCOMMODATION PARTNER may participate in RFQ/Bid for the same and provide better pricing as preferred associate.
- 2.6.10) In case of any orders by Government of India, any Ministry under Government of India, any Government Organization, Court, Consumer Redressal cell etc. prohibiting any activity or promotion under this Agreement, as found suitable by IRCTC officials then such activity or promotion may be stopped temporarily or permanently and the ACCOMMODATION PARTNER shall honour such order. Similarly, in case any customer requests or complaint regarding any promotional activity (email or sms etc.), the same need to be discontinued, then ACCOMMODATION PARTNER shall honour all such requests/orders.

3) ACCOMMODATION PARTNER OBLIGATIONS AND RESPONSIBILITIES.

- 3.1 ACCOMMODATION PARTNER shall furnish performance guarantee in the shape of bank guarantee of this Agreement and timely payment of fixed amount and commission.
- 3.2 ACCOMMODATION PARTNER and IRCTC hereby agree and acknowledge that the bank guarantee may be invoked by IRCTC in the event of ACCOMMODATION PARTNER committing defaults in making timely payment of commission or to deposit advance fixed amount every month or any customer complaint.
- 3.3 All standard conditions as specifically provided on the website shall apply to Accommodation Partner webpage besides terms and condition of booking of the Accommodation Partner/product.

- 3.4 Accommodation Partner shall during the Tenure, shall send Cobranded Transactional SMS and relevant Cobranded emails to customer making booking through the IRCTC Accommodation Partner Booking Webpage/App.
- 3.5 During the term of the Agreement, ACCOMMODATION PARTNER may provide the live feed/data of the all the available rooms across India under its network and shall update the live feed/data regarding room availability as frequently as possible.
- 3.6 Accommodation Partner on its own will is open to launch any promotion scheme for IRCTC employees or its agents for selling the Accommodation Partners.
- 3.7 ACCOMMODATION PARTNER shall daily update bookings and inventory status as per channels mentioned in “Annexure A” and will provide the dashboard for the monitoring the same. The availability and confirmation of the rooms are guaranteed and the bookings shall be honoured by ACCOMMODATION PARTNER. ACCOMMODATION PARTNER will provide IRCTC with such comprehensive and up to date product information, including photographs, and facility/service descriptions through available sources with details as described in Annexure B.
- 3.8 Rates: Accommodation Partner shall provide IRCTC with rates which are competitive in the market. The Rate parity need to be maintained vis a vis Accommodation Partner Website or its direct source and shall make best efforts to provide the best available rates for all bookings made pursuant to this Agreement.
- 3.9 Accommodation Partner shall update the Booking, Cancellation and Amendment Policy on the IRCTC site/app/network through IRCTC Accommodation Partner dashboard/API/email, any change in the Booking, Cancellation and Amendment Policy shall be updated by the Accommodation Partner and should be abided by Accommodation Partner. IRCTC shall accept bookings from customer based upon such policy that is updated by the Accommodation Partner and the Accommodation Partner shall be responsible to honor the bookings .In case of any technical error Accommodation Partner will be responsible in case of API.
- 3.10 Accommodation Partner will have to keep IRCTC informed of the sold out dates in advance via live inventory sync and same should be updated on IRCTC Accommodation Partner webpage.
- 3.11 All information contained in this agreement and provided by IRCTC to the Accommodation Partner is strictly confidential and must not be

disclosed to third parties.

- 3.12 Accommodation Partner shall be solely responsible to update/maintain the inventory and rates through API/Intranet etc. If Accommodation Partner fails/omits to update, verify and/or amend the inventory and rates, then Accommodation Partner shall honor all the bookings of the customers done through IRCTC Accommodation Partner webpage by either accepting the booking or upgrading the booking at the same cost.
- 3.13 Accommodation Partner will hold the responsibility for customer experience and manage the complaints.
- 3.14 Accommodation Partner shall manage 24*7 Call center/reservation for Accommodation Partner Query/Complaint/Cancellation/Booking etc. IRCTC agrees that Accommodation Partner call center/reservation shall manage all queries, complaints, cancellations and bookings relating to the booking relating to Accommodation Partner and all queries, complaints, cancellations and bookings relating to rail bookings.
- 3.15 In all the communication (sms/email/call etc) given to customers, IRCTC-Accommodation Partner name will be displayed to customer for unique experience.
- 3.16 Accommodation Partner will give separate rate for IRCTC packages which will be required to run various packages by the Zones/Corporate offices.
- 3.17 IRCTC and Accommodation Partner will work towards the product improvement for increase in business and implement new techniques, Accommodation Partner add on services etc for the same.
- 3.18 **Incentive:** Towards the bookings done by IRCTC for the ACCOMMODATION, the Accommodation Partner may run campaign or incentive scheme with intimation to IRCTC.
- 3.19 Commission of -- % will be paid by 10th of next month. In case of delay IRCTC may take action as found suitable including imposing penalty or discontinue Accommodation Partner from IRCTC Accommodation Partner product.

4 TERMINATION OF THE AGREEMENT BY EITHER PARTY.

- 4.1 Either party may, during the term, terminate this Agreement immediately on written notice if the other party:
 - (a) is in material breach of this Agreement and fails to cure that

- breach within 30 days after receiving written notice from the first party identifying the breach; or
- (b) is unable to meet its obligations under this Agreement for more than 30 days due to force majeure.
 - (c) where the breach is incapable of remedy;
- 4.2 Either party may terminate this Agreement without any liability on either side by service of written notice of 2 (two) months to the other party.
- 4.3 IRCTC may retain the non-exclusive right to store the Contents shared with Accommodation Partner in perpetuity.
- 4.4 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.
- 4.5 Accommodation Partner shall honor any booking/reservations from IRCTC done till the date of termination, and all reservation/bookings made pursuant to this Agreement shall survive the termination of the agreement.
- 4.6 **Termination for occurrence of Force Majeure event:** In the event of an occurrence of a Force Majeure event, either Party invokes its right to terminate this Agreement, IRCTC may refund the amount the performance Security Deposit to the ACCOMMODATION PARTNER after deducting any outstanding dues.
- 4.7 **Termination by IRCTC for Event of Defaults committed by ACCOMMODATION PARTNER:** - In the event termination by IRCTC has been done due to defaults of Accommodation Partner mentioned hereunder, it shall be lawful for the IRCTC to forfeit the Performance Security Deposit while terminating the agreement.
- 4.8 **EVENTS OF DEFAULT:** Any of the following events shall constitute event of default by ACCOMMODATION PARTNER:
- 4.8.1 Regular instances of non-payment of Commission agreed under the agreement.
 - 4.8.2 Willful Negligence in responding to IRCTC queries related to the performance of services by Accommodation Partner under this Agreement.
 - 4.8.3 Any other act which is against the interest of IRCTC, which shall be mutually decided by the parties.

4.9 Termination by IRCTC with no notice: IRCTC shall be entitled to terminate this Agreement forthwith without any notice in case of events that are beyond Accommodation Partner's control, which shall only mean the following:

4.9.1 In the event Accommodation Partner being a company, passes any resolution to be wound up either compulsorily or voluntarily.

4.9.2 Accommodation Partner has unlawfully repudiated or has otherwise expressed an unlawful intention not to be bound by the terms and conditions of this Agreement.

4.9.3 If any person who is either (a) a Director of ACCOMMODATION PARTNER; or (b) a key managerial personnel; or (c) any person who is directly and actively engaged in conducting activities with IRCTC in relation to this Agreement who is acting on ACCOMMODATION PARTNER's behalf, with ACCOMMODATION PARTNER's knowledge and consent, has contravened provisions under Chapter IX of the Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants.

5 PAYMENT CONSIDERATIONS/FEES/TAXES/TDS.

5.1 IRCTC shall be entitled to ----- percentage (-- %) commission on all the used booking made pursuant to this agreement and on booking channels as part of this agreement. Commission will be paid for all used room nights where bookings were made in the session originating from IRCTC and it's associate portals & shall be subject to tax deducted at source as per Income Tax Act, 1961.

5.2 Parties agree that reconciliation and billing with respect of -- % commission as per preceding section shall be done by seventh of the following month and payment by the either party shall be done by tenth of the following month (The amount payable will be for booking utilised/consumed in the previous month).

5.3 During the term of this agreement, Accommodation Partner shall furnish a bank guarantee/draft in favour IRCTC as performance security deposit.

5.4 Parties agree that the value of bank guarantee shall not be less than two months Fixed Fee at any time during the Tenure.

5.5 Accommodation Partner may collect the payment for booking from the customer at the time of booking in case of Pay at Accommodation

Partner option.

- 5.6** In case IRCTC collects the payment for booking from the customer at the time of booking and IRCTC shall on monthly basis by 10th of each month reconcile the amount received with Accommodation Partner for all Accommodation Partner booking made pursuant to this Agreement. Parties agree that based on the reconciliation, and pay the amount after deducting commission of% plus taxes (TDS as applicable on commission will be borne by IRCTC) to ACCOMMODATION PARTNER. Parties agree that the any amount payable after reconciliation shall be paid by twentieth of that month.
- 5.7** All additional and miscellaneous services availed by the customer during the stay to be charged directly to the customer. IRCTC agrees that it shall not be entitled to any commission on such services used by customer.
- 5.8** Accommodation Partner may open rolling deposit scheme (“RDS”) account with IRCTC for selling its tourism products. Commission as applicable for the travel agents and updated from time to time will be applicable for all such transaction happening through Accommodation Partner network. Commission as applicable plus TDS will be deducted from the total amount and will be paid by Accommodation Partner through RDS or direct.

6 INABILITY TO HONOUR RESERVATIONS AND NO SHOWS

- 6.1** If Accommodation Partner is unable to honor any of its reservations, it shall immediately notify IRCTC and provide similar or upgraded accommodation to IRCTC customer, without any extra charge or relocate the IRCTC customer to comparable or Higher Accommodation Partner, with the same (identical) inclusions, also arrange for the transportation to alternate property.
- 6.2** Accommodation Partner shall also prepay to such comparable or higher Accommodation Partner or Resort the room charges for the nights in question, together with all the transportation costs of such customer to such alternative accommodation and with the same (identical) inclusions. Accommodation Partner shall each month provide summary for all such relocation to IRCTC. Accommodation Partner shall, as per its corporate customer relation policy, share the communication it had with the guest in resolving the issue including remedy or apology as the case maybe.
- 6.3** IRCTC will notify Accommodation Partner of cancellation and amendments made by IRCTC customer and Accommodation Partner shall process refunds as per the booking/cancellation policy of the Accommodation Partner for which the booking was done.

6.4 Accommodation Partner agrees to the following penalty provisions with respect to bookings made pursuant to this Agreement:

6.4.1 Accommodation Partner shall be liable to penalty to only in those cases where it shall not be able to offer accommodation for confirmed booking. Parties agree that any relocation/shifting cases shall not fall within the ambit of this penalty provision. Accommodation Partner shall provide details of such booking and IRCTC reserve the right of amount of penalty or discontinuation of the services.

7 COMPLIANCE WITH APPLICABLE LAWS

Accommodation Partner shall comply with the applicable state and central laws and regulations and to comply with municipal regulations applicable in respect of safety, health, hygiene, fire regulations etc., and to ensure their enforcement in respect of the relevant Accommodation Partner facility. Accommodation Partner shall co-operate and provide all necessary assistance with IRCTC in case of any audit, enquiry, investigation, dispute and/ or litigation. Accommodation Partner shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

8 INDEMNITY

8.1 Both Parties shall indemnify, defend and hold harmless each other and their respective officers, directors, agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses incurred for any claim against each other arising out of a breach by the breaching Party of the obligations (including any warranty) under this Agreement based resulting from services or performance of this Agreement.

8.2 Customer Liability: Accommodation Partner shall be responsible to ensure that any and all complaint or grievances of the Customers towards any deficiency of services as associated with accommodation as Accommodation Partner, negligence or wilful misconduct are addressed and resolved by the Accommodation Partner directly. In event IRCTC has to pay to the customer, either through a judicial order or with consent of .ACCOMMODATION PARTNER, any damages for any claim of deficiency of services as associated with accommodation as Accommodation Partner, then the same payment will be made to IRCTC by ACCOMMODATION PARTNER.

9 FORCE MAJEURE

- 9.1 In the event of any unforeseen event directly interfering with the performance of either Party's obligations under this Agreement, which may arise during the Tenure of this Agreement, such as war, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lockout, acts of public enemy, Fire, Flood, Typhoon, Earthquake, explosion, war(declared or undeclared), acts of terrorism, sabotage, embargoes, blockage acts of Government Authorities, riots or any other cause beyond the control of the Parties, acts of God etc., the Party whose performance under this Agreement is so affected shall be obligated to inform the other Party within a week from the commencement of such an event.
- 9.2 If the force majeure condition (s) mentioned above is in force for a period of 30 days or more or any time, either Party shall have the option to terminate the Agreement on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the other Party in writing. In case of such termination, no damages shall be claimed by either Party against the other save and except for the liability which had accrued under any Clause of this Agreement prior to such termination.
- 9.3 In case of termination due to force majeure, the bank guarantee shall stand released and Accommodation Partner shall be liable to pay the Fixed Fee till the date when the force majeure first occurred.

10 CORRUPT PRACTICES

Accommodation Partner is expected to observe the highest standard of ethics during the execution of this Agreement. If Accommodation Partner has engaged in corrupt or fraudulent practices, in competing for or in executing this Agreement, IRCTC may, after given 14 days' notice to ACCOMMODATION PARTNER, terminate this Agreement. In pursuit of this policy, IRCTC defines, for the purposes of this provision, the terms set forth below as follows:

- 10.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in execution of the Agreement; and
- 10.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of this Agreement to the detriment of IRCTC and includes collusive practices amongst ACCOMMODATION PARTNER, that are designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and open competition.

11 ARBITRATION & LAW

- 11.1 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.

- 11.2** In case of any dispute, controversy, event 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 nominated and appointed by mutual consent of parties, as per the Arbitration and Conciliation Act, 1996 and its statutory modifications.
- 11.3** In case, the Parties fail to appoint Sole Arbitrator within 30 (thirty) 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 only on the first date of meeting of all the three arbitrators. 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 in equal proportion.
- 12 IRCTC’s performance under this Agreement is subject to existing laws and legal processes of the Government of India, and nothing contained in this Agreement is in derogation of IRCTC’s right to comply with law enforcement requests. IRCTC may provide details regarding use of the Accommodation content by ACCOMMODATION PARTNER to regulators or police or to any other third party, in order to resolve disputes or complaints, subject to intimating Accommodation Partner of such disclosure. IRCTC hereby agrees and undertakes that disclosure of any information mentioned herein shall be restricted to a proven request by a government and regulatory authority, and shall in no event be disclosed or used by any third party for any business or competitive advantage.
- 13 If any part of this Agreement between IRCTC and Accommodation Partner is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that in opinion of the Parties most closely matches the intent of the original provision and the remaining clauses of the Agreement shall continue to be in effect.
- 14 That the terms & conditions applicable to booking of Accommodation Partner on respective Website will apply *mutatis mutandis* to booking offered on the Accommodation Partner Content/Inventory page.
- 15 It is mutually agreed and acknowledged between the Parties that the data of bookings made by IRCTC customers shall be owned and shall belong to IRCTC during the Tenure and post the expiry or termination of this Agreement.
- 16 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with laws of India and Parties agree to the exclusive jurisdiction of the courts located in Delhi.

17 NOTICES

Any notice to be served on Accommodation Partner shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to Accommodation Partner at its corporate office address mentioned above. Any notice to be served by Accommodation Partner to IRCTC in relation to this Agreement shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to **IRCTC** at,

All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC byor any other officers for the time being entrusted with such functions, duties and powers by IRCTC officers for the time being entrusted with such functions, duties and powers by IRCTC.

18 RELATION: This Agreement is on principal to principal to principal basis and it shall not create any employer, employee relationship nor shall it be deemed to create any partnership or joint venture between the Accommodation Partner and IRCTC.

IN WITNESS whereof the Parties hereto have caused this Agreement to be signed in their respective hands as of the day and year first before written in the presence of the witnesses.

For and on behalf of IRCTC Ltd

For and on behalf of
.....Accommodation Partner

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness: 1

2.

1. Access and Authorizations:

- 1.1. IRCTC will be provided with an admin dashboard that will contain the overall inventory.
- 1.2. Accommodation Partner will send updated booking and reconciliation data on a daily basis via an email.
- 1.3. The email shall be sent only to authorized personnel whose names have been shared with ACCOMMODATION PARTNER. Any changes in the deputed list of authorized personnel shall be informed to ACCOMMODATION PARTNER.

2. Disclaimers.

- 2.1. Parties acknowledge that they have not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein. Parties shall have no direct, consequential, or, indirect, exemplary, punitive, or other liability under this agreement.
- 2.2. IRCTC shall not be responsible in any way for the correctness or accuracy of any Accommodation Partner feeds regarding the room rates, inventory, availability, terms & condition of Accommodation Partner rooms made by theACCOMMODATION PARTNER. Accommodation Partner will be solely responsible for all the Accommodation Partner data feed through the Accommodation Partner Extranet/API/APP/Whitelabel Network. IRCTC shall display the same on an “AS IS BASIS” received from.

1. Accommodation Partner Room Rate specification.

- 1.1. The price will be inclusive of below mentioned unless specified in the voucher or additionally.(For e.g. rate includes Wi-Fi, mineral water, Airport Transfers etc).
- 1.2. Mandatory inclusion given by Accommodation Partner to all the guest in all the properties.
- 1.3. Cancellation Policy.
- 1.4. Refund Policy.
- 1.5. Complaint Redressal Time.
- 1.6. Call Centre No.
- 1.7. Mail id for IRCTC Accommodation Partner

Note: Price validity need to be displayed and updated on real time basis, once booking is made on IRCTC site/app/network no change in rate will be applicable & Accommodation Partner shall honor the booking at the same terms & conditions.

2. The following information need to be displayed on site/app & printed on voucher:

- 2.1. Accommodation Partner name.
- 2.2. Address.
- 2.3. Phone No/Contact No.
- 2.4. Check In Time / Check Out Time.
- 2.5. Facility in the Accommodation Partner.
- 2.6. Distance from Main Points like (Airport/Railway Station/Bus Stand/Main market etc.).
- 2.7. Recreational Activities (If any)

3. SERVICE ATTRIBUTES: Yes/No

1. Room Service:	2. Internet connectivity:
3. Laundry Service:	4. Business Centre:
5. Restaurant:	6. Banquet service:
7. Bar:	8. Medical service:
9. Parking Facility:	10. Travel Desk:
11. Gym/Fitness Centre:	12. Swimming Pool:
13. Health Club:	14. Spa Services:

4. Others (if any):ROOM ATTRIBUTES: Yes/No

1. Attached Bathroom:	2. Internet connectivity:
4. Air Conditioning:	4. Mini Bar:
5. H/C Running Water:	6. Television:
7. Telephone:	8. Bathroom Amenities:
9. Bottled/Drinking Water:	10. Dressing area:

Others (if any):

Etc.

No. 2018/IRCTC/CO/MFC/Accommodation Partners/LOA

Date:- -----

M/s -----

(Address of Accommodation Partner)

Sub: Letter of Award for appointment as Accommodation Partner for Accommodation inventory via extranet/API/White label to display the room availability along with comprehensive and up to date product information for customers to book the rooms in Accommodation Partner through IRCTC B2C and B2B channels.

Dear Sir,

1.0 This has reference to the following:

1.1 Your offer for appointment as Accommodation Partner for association to provide Accommodation inventory for sales on IRCTC Tourism website and its associate portal through API/ White label integration/Inventory based solution for benefit of both parties

1.2 IRCTC confirm having accepted your application for appointment as Accommodation Partner for association to provide online Accommodation inventory for sales on IRCTC Tourism website and its associate portal through API / White label integration/Inventory based solution for benefit of both parties and IRCTC have the pleasure to inform you that based on the offer letter submitted by your agency, the Competent Authority has approved your appointment with IRCTC. The appointment will be subject to following:-

1.3 This agreement comes into force from the date of signing of agreement and shall subject to the provision for earlier termination herein provided, remain in force for a period of three years for Category “A”, “B” & “C” from the date of agreement unless earlier terminated in accordance with the terms of this Agreement. The Term may be extended for another term of two years on the basis of mutual written consent of the Parties and at the sole discretion of IRCTC. The term of Agreement shall be for a period of one year for category “D” from the date of agreement, unless earlier terminated in accordance with the terms of this Agreement.

1.3.1 Termination of the agreement by either party.

1.3.1. (A) Either party may, during the term, terminate this Agreement immediately on written notice if the other party:

(a) Is in material breach of this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach; or

- (b) Is unable to meet its obligations under this Agreement for more than 30 days due to force majeure.
 - (c) where the breach is incapable of remedy;
- 1.3.1 **(B)** Either party may terminate this Agreement without any liability on either side by service of written notice of 2 (two) months to the other party.
- 1.3.2 IRCTC may retain the non-exclusive right to store the Contents shared with Accommodation Partner in perpetuity.
- 1.3.3 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.
- 1.3.4 Accommodation Partner shall honor any booking/reservations from IRCTC done till the date of termination, and all reservation/bookings made pursuant to this Agreement shall survive the termination of the agreement.
- 1.3.5 Accommodation Partner shall honor any booking/reservations from IRCTC done till the date of termination, and all reservation/bookings made pursuant to this Agreement shall survive the termination of the agreement.
- 1.3.6 Termination by IRCTC for Event of Defaults committed by ACCOMMODATION PARTNER: - In the event termination by IRCTC has been done due to defaults of Accommodation Partner mentioned hereunder, it shall be lawful for the IRCTC to forfeit the Performance Security Deposit while terminating the agreement
- 1.3.7 Termination by IRCTC with no notice: IRCTC shall be entitled to terminate this Agreement forthwith without any notice in case of events that are beyond Accommodation Partner's control, which shall only mean the following:
- (a) In the event Accommodation Partner being a company, passes any resolution to be wound up either compulsorily or voluntarily.
 - (b) Accommodation Partner has unlawfully repudiated or has otherwise expressed an unlawful intention not to be bound by the terms and conditions of this Agreement.
 - (c) If any person who is either (a) a Director of ACCOMMODATION PARTNER; or (b) a key managerial personnel; or (c) any person who is directly and actively engaged in conducting activities with IRCTC in relation to this Agreement who is acting on ACCOMMODATION PARTNER's behalf, with ACCOMMODATION PARTNER's knowledge and consent, has

contravened provisions under Chapter IX of the Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants.

1.4 IRCTC deliverables and obligations

- 1.4.1** IRCTC will use Accommodation Partner inventory via extranet/API/White label to display the accommodation availability along with comprehensive and up to date product information for customers to book the rooms in Accommodation Partner through IRCTC B2C and B2B channels. The necessary technical & offline support & updation will be given by (ACCOMMODATION PARTNER NAME).
- 1.4.2** IRCTC will display Accommodation Partner under Accommodation Partner or Accommodation or any appropriate tab on its websites (irctc.co.in, irctctourism.com, air.irctc.co.in) through which booking & functionality will be enabled by IRCTC to book the ACCOMMODATION PARTNER inventory.
- 1.4.3** IRCTC will do the booking of Accommodation Partner through its site/app/TFC/agents etc. the functionality of which will be supported by (ACCOMMODATION PARTNER NAME). Accommodation Partner will run similar or better promotion on IRCTC platform as run on its own Website/App etc.
- 1.4.4** IRCTC may advertise adequately to promote Accommodation Partner as general product, not specific to any one particular Accommodation Partner.
- 1.4.5** IRCTC may mutually discuss with Accommodation Partner on the promotion of products, based on seasons and offerings. Promotions to any registered user may be done by IRCTC using its online marketing properties.
- 1.4.6** Offline promotions if any would be mutually decided between the Parties.
- 1.4.7** IRCTC & Accommodation Partner will utilize all the available resources to maximize the reach to ACCOMMODATION PARTNER product.
- 1.4.8** IRCTC will sell Accommodation Partner product through its authorized agents for which the commission to such agents will be decided by IRCTC & functionality will be provided by ACCOMMODATION PARTNER.
- 1.4.9** IRCTC may utilize the ACCOMMODATION PARTNER in its packages based on better rates and combination of services as required by IRCTC to run the package. ACCOMMODATION PARTNER may

participate in RFQ/Bid for the same and provide better pricing as preferred associate.

- 1.4.10** In case of any orders by Government of India, any Ministry under Government of India, any Government Organization, Court, Consumer Redressal cell etc. prohibiting any activity or promotion under this Agreement, as found suitable by IRCTC officials then such activity or promotion may be stopped temporarily or permanently and the ACCOMMODATION PARTNER shall honour such order. Similarly, in case any customer requests or complaint regarding any promotional activity (email or sms etc.), the same need to be discontinued, then ACCOMMODATION PARTNER shall honour all such requests/orders.

1.5 Accommodation Partner obligations and responsibilities.

- 1.5.1 ACCOMMODATION PARTNER shall furnish performance guarantee (Rs.as per the applicant category)in the shape of bank guarantee of this Agreement and timely payment of fixed amount and commission.
- 1.5.2 ACCOMMODATION PARTNER and IRCTC hereby agree and acknowledge that the bank guarantee may be invoked by IRCTC in the event of ACCOMMODATION PARTNER committing defaults in making timely payment of commission or to deposit advance fixed amount every month or any customer complaint.
- 1.5.3 ACCOMMODATION PARTNER shall pay integration charges non refundable (Rs.as per the applicant) in the form of DD to IRCTC.
- 1.5.4 All standard conditions as specifically provided on the website shall apply to Accommodation Partner webpage besides terms and condition of booking of the Accommodation Partner/product.
- 1.5.5 Accommodation Partner shall during the Tenure, shall send Cobranded Transactional SMS and relevant Cobranded emails to customer making booking through the IRCTC Accommodation Partner Booking Webpage/App.
- 1.5.6 During the term of the Agreement, ACCOMMODATION PARTNER may provide the live feed/data of the all the available rooms across India under its network and shall update the live feed/data regarding room availability as frequently as possible.
- 1.5.7 Accommodation Partner on its own will is open to launch any promotion scheme for IRCTC employees or its agents for selling the Accommodation Partners.

- 1.5.8 ACCOMMODATION PARTNER shall daily update bookings and inventory status as per channels mentioned in “Annexure A” and will provide the dashboard for the monitoring the same. The availability and confirmation of the rooms are guaranteed and the bookings shall be honoured by ACCOMMODATION PARTNER. ACCOMMODATION PARTNER will provide IRCTC with such comprehensive and up to date product information, including photographs, and facility/service descriptions through available sources with details as described in Annexure B.
- 1.5.9 Rates: Accommodation Partner shall provide IRCTC with rates which are competitive in the market. The Rate parity need to be maintained vis a vis Accommodation Partner Website or its direct source and shall make best efforts to provide the best available rates for all bookings made pursuant to this Agreement.
- 1.5.10 Accommodation Partner shall update the Booking, Cancellation and Amendment Policy on the IRCTC site/app/network through IRCTC Accommodation Partner dashboard/API/email, any change in the Booking, Cancellation and Amendment Policy shall be updated by the Accommodation Partner and should be abided by Accommodation Partner. IRCTC shall accept bookings from customer based upon such policy that is updated by the Accommodation Partner and the Accommodation Partner shall be responsible to honor the bookings. In case of any technical error Accommodation Partner will be responsible in case of API.
- 1.5.11 Accommodation Partner will have to keep IRCTC informed of the sold out dates in advance via live inventory sync and same should be updated on IRCTC Accommodation Partner webpage.
- 1.5.12 All information contained in this agreement and provided by IRCTC to the Accommodation Partner is strictly confidential and must not be disclosed to third parties.
- 1.5.13 Accommodation Partner shall be solely responsible to update/maintain the inventory and rates through API/Intranet etc. If Accommodation Partner fails/omits to update, verify and/or amend the inventory and rates, then Accommodation Partner shall honor all the bookings of the customers done through IRCTC Accommodation Partner webpage by either accepting the booking or upgrading the booking at the same cost.
- 1.5.14 Accommodation Partner will hold the responsibility for customer experience and manage the complaints.
- 1.5.15 Accommodation Partner shall manage 24*7 Call center/reservation for Accommodation Partner Query/Complaint/Cancellation/Booking etc. IRCTC agrees that Accommodation Partner call center/reservation shall manage all queries, complaints, cancellations and bookings relating to the booking relating to Accommodation Partner and all

queries, complaints, cancellations and bookings relating to rail bookings.

- 1.5.16 In all the communication (sms/email/call etc) given to customers, IRCTC-Accommodation Partner name will be displayed to customer for unique experience.
- 1.5.17 Accommodation Partner will give separate rate for IRCTC packages which will be required to run various packages by the Zones/Corporate offices.
- 1.5.18 IRCTC and Accommodation Partner will work towards the product improvement for increase in business and implement new techniques, Accommodation Partner add on services etc for the same.
- 1.5.19 **Incentive:** Towards the bookings done by IRCTC for the ACCOMMODATION PARTNER, the Accommodation Partner may run campaign or incentive scheme with intimation to IRCTC.
- 1.5.20 Commission of -- % (***Offered by the Accommodation Partner***) will be paid by 10th of next month. In case of delay IRCTC may take action as found suitable including imposing penalty or discontinue Accommodation Partner from IRCTC Accommodation Partner product.

1.6 Payment considerations/fees/taxes/tds.

- 1.6.1 IRCTC shall be entitled to (***Offered by the Accommodation Partner***) (- - %) commission on all the used booking made pursuant to this agreement and on booking channels as part of this agreement. Commission will be paid for all used room nights where bookings were made in the session originating from IRCTC and it's associate portals& shall be subject to tax deducted at source as per Income Tax Act, 1961.
- 1.6.2 Parties agree that reconciliation and billing with respect of% commission (***Offered by the Accommodation Partner***) as per preceding section shall be done by seventh of the following month and payment by the either party shall be done by tenth of the following month (The amount payable will be for booking utilised/consumed in the previous month).
- 1.6.3 During the term of this agreement, Accommodation Partner shall furnish a bank guarantee/draft in favour IRCTC as performance security deposit.
- 1.6.4 Parties agree that the value of bank guarantee shall not be less than two months Fixed Fee at any time during the Tenure.
- 1.6.5 Accommodation Partner may collect the payment for booking from the

customer at the time of booking in case of Pay at Accommodation Partner option.

- 1.6.6** In case IRCTC collects the payment for booking from the customer at the time of booking and IRCTC shall on monthly basis by 10th of each month reconcile the amount received with Accommodation Partner for all Accommodation Partner booking made pursuant to this Agreement. Parties agree that based on the reconciliation, and pay the amount after deducting commission of -- % (*Offered by the Accommodation Partner*) plus taxes (TDS as applicable on commission will be borne by IRCTC) to ACCOMMODATION PARTNER. Parties agree that the any amount payable after reconciliation shall be paid by twentieth of that month.
- 1.6.7** All additional and miscellaneous services availed by the customer during the stay to be charged directly to the customer. IRCTC agrees that it shall not be entitled to any commission on such services used by customer.
- 1.6.8** Accommodation Partner may open rolling deposit scheme (“RDS”) account with IRCTC for selling its tourism products. Commission as applicable for the travel agents and updated from time to time will be applicable for all such transaction happening through Accommodation Partner network. Commission as applicable plus TDS will be deducted from the total amount and will be paid by Accommodation Partner through RDS or direct.
- 1.6.9 These Accommodation Partners will be treated as preferred Accommodation Partner partner for IRCTC Tourism packages & other Accommodation Partner requirements.

It is requested that the acceptance of appointment by your organization & acceptance of terms listed in the enclosed agreement be given in writing along with Performance Security Deposit in the form of Bank guarantee in accordance with the terms and conditions, in the sum of Rs.....(As per the applicant category) along with Rs.....(As per the applicant category) plus applicable taxes as integration charges be deposited towards fulfillment of obligations under the contract to the undersigned by ----- . Thereafter an agreement will be signed between IRCTC and your organization duly typed on non – judicial stamp paper of Rs. 100/- by your agency.

Please acknowledge receipt of this letter.

Yours sincerely,

(Name)

LIST OF DOCUMENTS ATTACHED

S No	Nature of Document	Documents /details attached	Page No
1	Name and registered address of Accommodation Partner/resort/lodge etc.		
2	A copy of Registration certificate of Company		
3	List of deputed coordinators for IRCTC (Name, contact number, address of communication, e mail ids) on Accommodation Partner's behalf		
4	Star accreditation of Accommodation Partner/resort/lodge as per FHRAI as applicable		
5	Copy of LOA/MOU issued by concerned Railway/Govt. of India/State Govt. in case the Accommodation Partner/lodge/resort etc. is placed at Railway Land/Govt. Land/State Govt. Land		
6	List of Accommodation Partners		
7	Copies of acknowledgement of Income Tax return in respect of the company for last financial year (2017-18).		
8	Information regarding the in-house operations of the company.		
9	Information regarding the experience of the company.		
10	Details of offices/Branches/call center		
11	Copy of valid PAN Card		
12	Copy of valid GST No.		
13	Covering letter – (In company's letter head) – Annexure I		
14	General information of Accommodation Partner – (In company's letter head) – Annexure III		
15	Undertaking – (In company's letter head) – Annexure IV		
16	Signed (by Authorized representative) and stamped copies of all the EOI document from Page No. 1 - 42		

NOTE: ALL THE ABOVE DOCUMENTS SHOULD BE SIGNED, CERTIFIED, PAGE NUMBERED AND PROPERLY TAGGED. THIS OFFICE OWNS NO RESPONSIBILITY FOR THE LOSS OF ANY DOCUMENTS WHICH ARE NOT PROPERLY TAGGED ALONGWITH THE APPLICATION OR DOCUMENTS SENT SUBSEQUENTLY IN PIECEMEAL.