

 IRCTC	INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD (A Govt. of India Enterprise – Mini Ratna) IRCTC North Zone Office, Ginger Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi - 110001 Tel : 91-11-23234763/23221146, Fax : 91-11-23210321, Website– www.irctc.com , Email– info@irctc.com , CIN – L74899DL1999GOI101707
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No: 2023/IRCTC/NZ/Transporters Empanelment for MICE, Events Date:- 07.11.2023

SPECIAL OFFERS FOR THE TRANSPORT SERVICES TO BE UTILIZED BY IRCTC Ltd. FOR ITS CUSTOMERS OR/AND IN ITS TOUR PACKAGES /MICE EVENTS

IRCTC Ltd. invites special offers for Transport Services to be utilized by IRCTC Ltd. for its customers or/and in its tour packages/MICE Events as per the below details:-

1) Instructions to the Transport Service Providers:

- 1.1 Submission of RFQ Document and offers: Complete set of documents (bunched in the following chronological orders) shall be signed by authorized signatory, stamped and be submitted at the below mentioned address:-
 - 1.1.1 Proposal submission letter - Annexure I in letter head (Page No. 14)
 - 1.1.2 Transport Service Provider’s profile - Annexure II (Page No. 15)
 - 1.1.3 Registration certificate of Company (in case of Company/LLP)/Partnership Deed (in case of partnership)/Registration of Transporter Service provider with local administration (in case of proprietorship).
 - 1.1.4 Copy of PAN Card
 - 1.1.5 Copy of GST registration
 - 1.1.6 Copy of ITR of last completed Financial Year
 - 1.1.7 Financial Offer - Annexure III (Page No. 16 - 17)
 - 1.1.8 RFQ Document (Page No. 1 - 13)

Address

 Indian Railway Catering and Tourism Corporation Limited,

- 1.2 Letter of Acceptance (LOA) will be issued to the Transport Service Provider if found eligible as per the criteria laid down by IRCTC Ltd. in its RFQ document. No separate agreement shall be signed. ***Acceptance of the Terms and Conditions in the RFQ document as mentioned in the proposal Submission letter (Annexure I - On Company/Firm/Transport Service Provider letter head) would be legal binding upon the Transport Service Provide.***
- 1.3 The validity of the empanelment of Transport Service Provider would be two (02) years from the date of issue of LOA. The same is extendable on mutual terms and conditions Transport Service Provider shall offer rates for the validity period as per their convenience during the validity period of empanelment

- 1.4 Rejection criteria:- : IRCTC Ltd. reserves the right to accept/reject any offer in full or in part. However, deficiencies on any one or, more of the following crucial criteria, eligibility and scope of work will be a factor, for consideration of rejection of Offers:
- 1.4.1 Offers Submitted without complete set of documents as mentioned above at 1.1 are liable to be rejected.
 - 1.4.2 If the quality decided by IRCTC Ltd. does not match to the standards submitted by the applicant.
 - 1.4.3 If, it is found out that the rates offered directly by the Transport Service Provider to the guest or any other sources are lesser than the rates offered to IRCTC Ltd., then IRCTC Ltd. reserves the right to reject/discontinue the business with the party/transport service provider.
 - 1.4.4 Any other techno-commercial information which is deemed fit to be important in the opinion of IRCTC Ltd or any material inconsistencies in the information submitted or misrepresentations in the proposed offer or any supporting documentation.
 - 1.4.5 Offers not made in compliance with the procedure mentioned in this document or not substantively responsive or incomplete or conditional offers or offers that do not fulfil all or any of the conditions as specified in this document.
- 1.5 IRCTC Ltd. reserves the right to inspect the vehicles offered by the transport service provider by its officials or through any other agency as instructed by IRCTC Ltd. IRCTC Ltd. also reserves the right to cancel the contract at any time without assigning any reasons thereof.

2) Statutory Requirements:-

- 2.1 The transport service provider must have at least 2 years of experience in the Tour and travels Business in providing vehicle/taxi/Buses.
- 2.2 The vehicles provided should be authorized to be used as Taxis/Tempo/Commercial Bus and should have proper permission of the areas to be travelled in the jurisdiction / Outstation and should not be more than 4 years old.
- 2.3 The drivers engaged in the Taxis/Tempo/Buses should have valid driving commercial license issued by the Transport Authorities to operate the taxi/Tempo/Bus, and other necessary certificates like Road Tax clearance, pollution certificate etc. should be in existence for all vehicles quoted.
- 2.4 Must be a company/LLP/partnership / proprietorship firm duly registered in India.
- 2.5 Must have Valid GST registration.
- 2.6 Must have submitted ITR for the last completed Financial Year.

3) IRCTC Ltd. deliverables and obligations

- 3.1 IRCTC Ltd. may sell Transport Service provider's product through its authorized agents for which the commission to such agents will be decided by IRCTC Ltd. & functionality will be provided by Transport Service provider.

3.2 IRCTC Ltd. may utilize the Transport Service provider in its packages based on better rates and combination of services as required by IRCTC Ltd. to run the package. Transport Service provider may participate in RFQ/Bid for the same and provide better pricing as preferred associate.

4) Transport Service provider obligations and responsibilities.

4.1 During the term of the Agreement, Transport Service provider shall provide the live feed/data of all the available Transport Services (AC/ Non-AC Taxis/ Tempo/ Buses) across India under its network. Transport Service provider will also provide IRCTC Ltd. with up to date product information, including photographs, and facility/service descriptions through available sources with details and shall honour the same services/offering to IRCTC Ltd. bookings.

4.2 Transport Service provider should ensure that the drivers employed are well behaved, reasonably educated, having communication skill in Hindi/English/local language, conversant with traffic rules/regulations and city roads/routes as well as security instructions. The drivers should always be in the uniform and carrying mobile phones.

4.3 Transport Service provider should be able to provide AC/Non-AC Taxis/Tempo/Buses at a short notice.

4.4 At the time of deploying manpower, Transport Service provider shall strictly comply with all the applicable labour laws /Acts norms /Government notifications.

4.5 The Vehicles on duty shall have to be kept in clean condition. The general condition of the vehicle provided should be good. The seat should be comfortable. The seats shall always be covered with neat and good quality seat covers.

4.6 In case of any break down while on journey, alternative arrangement shall have to be done by the Transport Service Provider.

4.7 Transport Service Provider shall manage 24x7 Call centre for Transport Service Query/ Complaint/ Cancellation/ Booking etc. IRCTC Ltd. agrees that Transport Service Provider/ call centre/reservation shall manage all queries, complaints, cancellations and bookings relating to the booking of Transport Services.

4.8 Any change in the Booking, Cancellation and Amendment Policy shall be updated by the Transport Service Provider to IRCTC Ltd. and the same should be abided by Transport Service Provider. IRCTC Ltd. shall accept bookings from customer based upon such policy that is updated by the Transport Service Provider and the Transport Service Provider shall be responsible to honour the bookings. In case of any technical error, if Transport Service Provider fails/omits to update, verify and/or amend the booking and rates, then Transport Service Provider shall honour all the bookings of the customers done through IRCTC Ltd. by either accepting the booking or upgrading the booking at the same cost.

4.9 IRCTC LTD. and Transport Service Provider will work towards the product improvement for increase in business and implement new techniques, Transport Service Provider shall add on services etc for the same.

4.10 **Incentive:** the Transport Service Provider with intimation to IRCTC Ltd. may run campaign or incentive scheme towards the bookings done by IRCTC Ltd. for the Transport Service Provider.

5) **Payment considerations/FEES/TAXES/TDS**

- 5.1 IRCTC Ltd. will pay Transport Service Provider the net charges for all bookings specified in the confirmation document/LOA. In the case of a customer dispute, discrepancy or audit by legal authorities, Transport Service Provider shall produce evidence of guest boarding such transport. IRCTC Ltd. shall collect the payment for transport services in full from the customer at the time of booking and shall pass the booking on to the Transport Service Provider. IRCTC Ltd. shall pay the Transport Service Provider after deduction of IRCTC Ltd's margin (if any).
- 5.2 IRCTC Ltd. having concluded the services of transport services is responsible for payment of the specified services except when it has been agreed that the invoice shall be paid directly by the client.
- 5.3 Any and all additional services availed by the Customer shall be charged directly from the Customer by the Transport Service Provider and IRCTC Ltd. shall not be responsible for payment of such services in any form or manner.
- 5.4 Parties agree that reconciliation and billing shall be done within seven days of the services undertaken.
- 5.5 The Transport service provider, in accordance with the Booking Information, raise and forward to IRCTC Ltd. Original invoices in respect of Services provided specifying the details of all guests (individual) and total value of the Services.
- 5.6 Generally, IRCTC Ltd. upon receiving the invoice arrange to transmit the necessary funds within 15 (fifteen) days from receipt of the invoices subject to compliance with all applicable laws through bank transfer.
- 5.7 In case of advance payment to the transport service provider has been agreed upon by IRCTC Ltd. reflecting in the LOA (issued on case to case basis), or in special cases wherein release of advance payment has been agreed upon by IRCTC Ltd. at the time of blocking of transport services, the same shall be released as per agreed timeline against Performa invoice submitted by the transport service provider.
- 5.8 Both the parties shall bear their respective bank charges for inward/outward payment remittances of respectively.
- 5.9 IRCTC Ltd. shall be entitled to deduct taxes if applicable under the appropriate statutes and shall make payments to transport service provider subject to such taxes being deducted.

6) **Duties and obligations of the parties:**

6.1 **Booking :-**

- 6.1.1 Transport service requirements shall be initiated by a booking request from IRCTC Ltd. to the Transport service provider.
- 6.1.2 Verbal reservation requests shall be conveyed immediately in writing (letter, fax, e-mail etc.) to the Transport service provider.
- 6.1.3 Booking requests shall specify the services to be supplied.

6.2 **Confirmation:-**

- 6.2.1 IRCTC Ltd. shall provide the transport service provider with all necessary, relevant and detailed information on the services requested and send the guest list minimum 4 working days prior to the requirement of vehicles for boarding, unless a different schedule is required by the transport service provider. IRCTC Ltd. shall provide information concerning the group's arrival details.

6.2.2 Upon receipt of the booking request from IRCTC Ltd., the transport service provider shall confirm the booking in writing within 3 working days, stipulating in particular the type of vehicle, validity of the applicable rates of the services being confirmed, by letter, fax, e-mail and, wherever applicable, by issuance of a booking number explicitly referring to the request.

6.2.3 Upon receipt of the transport service provider's confirmation and within a time-limit fixed in the letter, IRCTC Ltd. must notify, in writing, his/her acceptance of the vehicle's conditions.

7) Booking Document:-

Acceptance of LOA:

- 7.1 The Transport service provider must accept LOA issued by IRCTC Ltd. for the requirement of vehicles on case to case basis. Transport service provider acknowledges that the LOA issued is a guarantee of payment subject to the actual boarding/cancellation, unless clearly specified otherwise.
- 7.2 Services to be specified on the LOA should include at least no. of passengers, type of vehicle, date and approximate time of boarding and de boarding the vehicle etc.

8) Rates and Confirmations:-

Once the contractual rates are agreed to, the Transport service provider must abide by them and confirm the booking on request, on the basis of availability. Transport service provider must abide by their contractual obligations on vehicle types and rates.

- 8.1 Transport service provider shall render the services to the guests of IRCTC Ltd. as per the Booking Information provided by IRCTC Ltd. in an efficient manner and shall not alter, modify or amend the booking information without written consent of IRCTC Ltd. In the event of any alteration, modification or amendment carried out by Transport service provider in the services, it is the responsibility of Transport service provider to provide similar standard of or upgraded services to the guests after the approval of IRCTC Ltd. only.
- 8.2 Transport service provider should take all measures to ensure that the customer is duly provided with contracted services. In case of a complaint (written/oral) from IRCTC Ltd. guest while utilising the said transport services, Transport service provider shall take necessary steps to address the grievance of the guests and close the same before the de boarding of the guest.
- 8.3 In case of any deficiency in services, Transport service provider shall be responsible and keep IRCTC Ltd. its directors, officers, employees indemnified and hold harmless at all times against all liabilities, damages, losses, costs, fee including attorney fee for such acts, omissions and defaults and all complaints, if any against Transport service provider. Similarly, IRCTC Ltd. agrees to indemnify and hold harmless the Transport service provider for any injury, damage, expense or loss sustained by any person or property caused by or arising from any negligence, act, commission or willful misconduct of the IRCTC Ltd. its officers, employees and related directly or indirectly to any product & services arranged by Transport service provider.
- 8.4 The Transport service provider shall not assign this agreement to any party without prior consent of the IRCTC Ltd. and such consent shall not be unreasonably withheld.

9) Termination or Suspension:

- 9.1 Either party may, during the term, terminate this Agreement immediately on written notice if the other party:
- 9.1.1 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
 - 9.1.2 Is unable to meet its obligations under this Agreement for more than 30 days due to force majeure.
 - 9.1.3 Where the breach is incapable of remedy;
- 9.2 Either party may terminate this empanelment without any liability on either side by service of written notice of 2 (two) months to the other party.
- 9.3 IRCTC Ltd. may retain the non-exclusive right to store the Contents shared with Transport Service Provider in perpetuity.
- 9.4 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.
- 9.5 Transport Service Provider shall honor any booking from IRCTC Ltd. done till the date of termination, and all bookings made pursuant to this Agreement shall survive the termination of the agreement.
- 9.6 **Termination for occurrence of Force Majeure event:** In the event of an occurrence of a Force Majeure event, either Party reserves its Right and may invoke its right to terminate this Agreement.
- 9.7 **Termination by IRCTC Ltd. for Event of Defaults committed by Transport Service Provider:-** Due to defaults of Transport Service Provider mentioned hereunder, it shall be lawful for the IRCTC Ltd. to terminate the agreement.
- 9.8 **EVENTS OF DEFAULT:** Any of the following events shall constitute event of default by Transport Service Provider:
- 9.8.1. Willful Negligence in responding to IRCTC Ltd. queries related to the performance of services by Transport Service Provider under this Agreement.
 - 9.8.2 Any other act which is against the interest of IRCTC Ltd., which shall be mutually decided by the parties.
- 9.9 **Termination by IRCTC LTD. with no notice:** IRCTC Ltd. shall be entitled to terminate this Agreement forthwith without any notice in case of events that are beyond Transport Service Provider's control, which shall only mean the following:
- 9.9.1. In the event Transport Service Provider being a company passes any resolution to be wound up either compulsorily or voluntarily.
 - 9.9.2 Transport Service Provider has unlawfully repudiated or has otherwise expressed an unlawful intention not to be bound by the terms and conditions of this Agreement.

- 9.9.3 If any person who is either (a) a Director of Transport Service Provider company; or (b) a key managerial personnel; or (c) any person who is directly and actively engaged in conducting activities with IRCTC Ltd. in relation to this Agreement who is acting on Transport Service Provider's behalf, with Transport Service Provider'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

10) Inability to honour bookings cancellation and no shows:

- 10.1 If Transport Service Provider is unable to honour any of its bookings, it shall immediately notify IRCTC Ltd. and provide similar or upgraded Transport Services to IRCTC Ltd. customer, without any extra charge with the same (identical) inclusions.
- 10.2 Transport Service Provider shall also prepay to such comparable or higher Transport Services or Resort the transport charges for the period in question, and with the same (identical) inclusions. Transport Service Provider shall each month provide summary for all such rearrangements to IRCTC Ltd. Transport Service Provider 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.
- 10.3 IRCTC Ltd. will notify Transport Service Provider of cancellation, reduction and amendments made by IRCTC Ltd. customer as soon as possible, but in any case not later than the notice period specified in the contract and Transport Service Provider shall process refunds as per the booking/cancellation terms for which the booking was done.
- 10.4 Transport Service Provider agrees to the following **penalty provision** with respect to bookings made pursuant to this empanelment:
- 10.4.1. Transport Service Provider shall be liable to penalty only in those cases where it shall not be able to offer Transport Services for confirmed booking. Parties agree that any rearrangement cases shall not fall within the ambit of this penalty provision. Transport Service Provider shall provide details of such booking and IRCTC Ltd. reserves the right to determine the amount of **penalty** or discontinuation of the services.

11) Risk and Cost Clause:

- 11.1 The Transport Service Provider shall at all times ensure that its performance is satisfactory, failing which IRCTC Ltd. shall be at liberty to get the affected work done through any other Transport Service Provider, at the risk and cost of the Transport Service Provider. Expenses incurred on this account shall be at the sole risk and responsibility of the Transport Service Provider and shall be recovered from the money due to him on account of monthly bills. IRCTC Ltd. reserve the right to penalise for the same as deemed fit.
- 11.2 In case the Transport Service Provider fails to comply with any statutory/taxation liability under appropriate law and as result therefore IRCTC Ltd. is put into any loss/obligation, monetary or otherwise. IRCTC Ltd. will be entitled to get itself reimbursed out of the outstanding bills to the extent of loss or obligation in monetary terms.
- 11.3 In case there is no money due to the Transport Service Provider on account of monthly bills, the agency will be debarred for one year for participating in future projects of IRCTC Ltd.

12) Terms & Conditions:

- 12.1 This empanelment shall come into force from the date of issue of this letter and shall remain in force for a period of two (02) years. The same is extendable on mutual terms and conditions unless earlier terminated in accordance with the terms and conditions as mentioned in the RFQ document.
- 12.2 Trademark License to Use the Transport Service provider Mark:- During the term of empanelment, Transport Service provider grants to IRCTC Ltd. a non-exclusive, worldwide, non sub-licensable license to use Transport Service provider Mark or any part of it in connection with products or services and IRCTC Ltd. hereby agrees to do nothing inconsistent to legal use for promotion of product.
- 12.3 IRCTC Ltd. Logo: Subject to the terms and conditions of this empanelment, IRCTC Ltd. grants a non-exclusive, non-transferable, non-assignable, non sub-licensable, revocable license during the Tenure of this empanelment to use IRCTC Ltd. Logo ("IRCTC LTD. Mark") solely in connection with the marketing and promotion of IRCTC Ltd. packages, in the manner set forth herein below. Transport Service provider hereby agrees to do nothing inconsistent to legal use for promotion of product.
- 12.4 Transport Service provider may use IRCTC Ltd. Mark in/for online and offline marketing, promotional materials, and to display & advertise at its sales channel, subject to the prior review of IRCTC Ltd.
- 12.5 All goodwill arising out of Transport Service provider's use of the IRCTC Ltd. Mark will inure to the sole benefit of IRCTC Ltd.
- 12.6 IRCTC Ltd. shall have the right to monitor Transport Service provider's use of the IRCTC Ltd. Mark to ensure the compliance and quality thereof.
- 12.7 Upon termination or expiration of this empanelment, parties shall immediately cease and discontinue all further use of the Trademarks of each party.
- 12.8 Offers should be valid for 120 days from the date of opening.
- 12.9 The rates quoted with respect to the transport services shall be most competitive in terms of rates and prices prevalent in the market.
- 12.10 Other than the rates quoted in Financial Offer document, rates may be asked for a specific sector and shall be finalised by Zones after mutual negotiation on case to case basis.
- 12.11 The transport service provider submitting the offer would be presumed to have considered and accepted all the terms and conditions. No query verbal/written shall be entertained in respect of acceptance/rejection of the offer.
- 12.12 IRCTC Ltd. shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the empanelled transport service provider in the course of performing their functions/duties or for payment towards any compensation.
- 12.13 IRCTC Ltd. will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the transport service provider.
- 12.14 In case the transport service provider suffers any loss on account of his being restrained by the IRCTC Ltd. or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.

- 12.15 Upon the receipt of any notice, order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of transport services or any other facility, payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of the necessary document, to that Party.
- 12.16 Notice to the transport service provider - Any notice to be served on transport service provider shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the transport service provider at their registered office or last known place of business. Any notice to be served by the transport service provider on IRCTC Ltd. shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the -----, Indian Railway Catering and Tourism Corporation at----- --.
- 12.17 Notices on behalf of IRCTC Ltd. - Subject to as otherwise provided in the LOA, all notices to be given on behalf of IRCTC Ltd. and all other actions to be taken by IRCTC Ltd. may be given or taken on behalf of IRCTC Ltd. by the ----- or any other officer for the time being entrusted with such functions, duties and powers by IRCTC Ltd.
- 12.18 Dealing with transport service provider only - IRCTC Ltd. will enter into contract only with the transport service provider who will be responsible for fulfillment of all transport service conditions with IRCTC Ltd. IRCTC Ltd. shall not enter into any agreement or deal with in any manner with any of the sub- transport service provider.
- 12.19 The transport service provider should ensure that the rates given by it to IRCTC Ltd. are not divulged to IRCTC Ltd. guests and bills should not be presented to the guests on special contracted rates for signature. Transport service provider can obtain signature on the voucher or on a folio as per its convenience.
- 12.20 The services provided by the Transport service provider to IRCTC Ltd's guests, in accordance with the Transport service provider contract, shall be of the same quality as those provided by the Transport service provider on the same conditions, to its direct clients, unless otherwise agreed to in the contract.
- 12.21 The transporter must have minimum fleet of 25 vehicles either as ownership or in tie-up with other transporters in region.

13 Force Majeure:

- 13.1 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 Pandemic, 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.
- 13.2 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 other Clause of this Agreement prior to such termination.

14 Arbitration and Conciliation:

- 14.1 In the event of any dispute or difference between parties hereto as to construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- 14.2 The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- 14.3 Only such dispute or differences, in respect of which the demand has been made, together with counter claim of setoff given by IRCTC Ltd. shall be referred to arbitration and other matters shall not included in the reference.
- 14.4 In the event of demand made as mention herein above, such disputes or differences arising under any of these conditions or in connection with this contract (except as to any matter the decision of which is specially provided by these conditions) shall be referred to the Sole Arbitrator. On demand, a panel of three arbitrators from the empanelled arbitrator would be sent to the party, which will suggest two names from the panel of three arbitrators and the CMD will appoint Sole Arbitrator from the two suggested names. The award of the arbitrator shall be final and binding on the parties to the contract. The venue of Arbitration shall be at New Delhi. The fees and expenses of the Arbitration Tribunal shall be borne jointly by the Parties in equal proportion and in accordance with circular dated 18.10.2019.
- 14.5 All disputes shall be subject to the jurisdiction of courts at New Delhi.
- 14.6 IRCTC Ltd'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 Ltd's right to comply with law enforcement requests. IRCTC Ltd. may provide details regarding use of the Transport Services content by Transport Service Provider to regulators or police or to any other third party, in order to resolve disputes or complaints, subject to intimating Transport Service Provider of such disclosure. IRCTC Ltd. 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.
- 14.7 If any part of this Agreement between IRCTC Ltd. and Transport Service Provider 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.
- 14.8 It is mutually agreed and acknowledged between the Parties that the data of bookings made by IRCTC Ltd. customers shall be owned and shall belong to IRCTC Ltd. during the Tenure and post the expiry or termination of this Agreement.

15 Compliance with applicable laws

Transport Service Provider shall comply with the applicable state and central laws and regulations and will comply with Transport Authorities regulations applicable in respect of Applicable Licenses, Road Tax clearance, pollution certificate, safety, health, hygiene, fire regulations etc., and will ensure their enforcement. Transport Service Provider shall co-operate and provide all necessary assistance to IRCTC Ltd. in case of any audit, enquiry, investigation, dispute and/ or litigation. Transport Service Provider 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.

16 Indemnity

Both Parties shall indemnify, defend and hold harmless each other and their respective officers, directors, agents and employees 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.

17 Customer Liability:

Transport Service Provider shall be responsible to ensure that any and all complaint or grievances of the Customers towards any deficiency of services as associated with Transport Services, negligence or wilful misconduct are addressed and resolved by the Transport Service Provider directly. In event IRCTC Ltd. has to pay to the customer, either through a judicial order or with consent of Transport Service Provider, any damages for any claim of deficiency of services as associated with Transport Services, then the same payment will be made to IRCTC Ltd. by Transport Service Provider.

17 Corrupt practices

Transport Service Provider is expected to observe the highest standard of ethics during the period in which this Agreement is in force. If Transport Service Provider has engaged in corrupt or fraudulent practices, in competing for or in executing this Agreement, IRCTC Ltd. may, after giving 14 days' notice to Transport Service Provider, terminate this Agreement. In pursuit of this policy, IRCTC Ltd. defines, for the purposes of this provision, the terms set forth below as follows:

- 17.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in execution of the Agreement; and
- 17.2 "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 Ltd. and includes collusive practices amongst Transport Service Provider, that are designed to establish offered prices at artificial, non-competitive levels and to deprive IRCTC Ltd. of the benefits of free and open competition.

18 Disclaimers.

- 18.1 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.
- 18.2 IRCTC Ltd. shall not be responsible in any way for the correctness or accuracy of any Transport Service Provider feeds regarding the charges, availability, terms & condition of Transport Services made by the _____ Transport Service Provider.

19 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.

20 Cancellations-general terms:-

- 20.1 The terms and time-limits governing total or partial cancellation of the transport service contract, together with the amount of any possible compensation due in case of late cancellation, shall be agreed upon at the time of confirmation.
- 20.2 Cancellations shall be signified in writing and dated (via registered letter, courier, fax, e-

mail etc.). For a cancellation to take effect from the date of a verbal communication, the written cancellation must refer expressly to it. Any written document received from the transport service provider, referring to the verbal communication, shall dispense IRCTC LTD. from any further written reconfirmation. Where applicable, the transport service provider may issue a cancellation reference number to be retained by IRCTC Ltd.

- 20.3 At the time of cancellation, if any cancellation charges are applicable as per the cancellation policy or otherwise agreed in the transport service provider contract, the transport service provider shall inform IRCTC Ltd. in writing that it is applicable.

21 Cancellation Charges:-

Cancellation Charges for the cancellation of transport services shall be payable as per agreed Cancellation Terms & Conditions mentioned in the Financial Offer in Annexure III.

22 Litigation & compensation:

IRCTC Ltd. will have no contractual relationship for deficiency in services, if any, on the part of the Transport Service Provider. Additional cost incurred due to any exigencies may be submitted to this office for which IRCTC Ltd. will take a view for any payments to be made on a case to case basis.

23 Confidentiality

- 23.1 During the term of this agreement and at all times thereafter all information contained in this agreement and all information relating to the other party which may be received during the course of or pursuant to this agreement by a party shall be kept strictly confidential and under no circumstances shall be disclosed to any third party without the prior written consent of the party owning such information.

- 23.2 The obligations of confidentiality stated in Clause 23.1 shall not apply to any information that:

23.2.1 Was known to the receiving party prior to its disclosing Party;

23.2.2 Has become generally available to the public (other than by virtue of its disclosure by the receiving Party);

23.2.3 Was required to be disclosed pursuant to any law, order, decree, judgment, award, etc. of any court, tribunal, board, government, statutory authority, etc.

Provided that prior to any disclosure in respect of a request to disclose confidential information under sub-clauses (23.2), the Party required to make the disclosure must firstly, notify the other party owning such confidential information and secondly, it shall only disclose so much of confidential information to the authority compelling disclosure, as is required by law.

24 Intellectual property rights

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

PROPOSAL SUBMISSION LETTER

(To be filled in Company/Firm/Transporter's letter head)

IRCTC LTD.

Sub: Offer(s) for Transport services to be utilized by IRCTC Ltd. for its customers or/and in its tour packages.

1. I/We am/are interested in offering special rates of my / our /transport services to IRCTC Ltd. for the use of its customers and in its tour packages.
2. I/We have/had read, understood and accept/agree to the terms and conditions in the RFQ document
3. I/We have duly signed and stamped on each page of the RFQ document.
4. I/We understand that IRCTC Ltd. reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
5. Transport Service profile is enclosed at Annexure II.
6. Our financial offer in the desired format as per Annexure III is enclosed.
7. The validity of the empanelment will be two (02) years from the date of issue of LOA. The same is extendable on mutual terms and conditions.
8. The offered rate is valid for the period -----to -----.
9. The financial offer will remain open for acceptance for 120 days from the date of submission of offer.

We hereby submit our Proposal along with signed and stamped copies of all pages/Annexures of the RFQ document for the same.

We understand IRCTC Ltd. is not bound to accept any Proposal you receive.

Yours sincerely,

**Signature of Authorized Signatory
Name & Designation.**

**Date & Place :
Company Seal.**

A) Transport Service Provider's Profile

1. Name of the Firm
2. Address
3. Name of Contract Person
4. Registration certificate: (pls. enclose copy of registration certificate)
5. Address and contact details:

	Sales & Marketing team information	Duty Manger's information
Name		
Contact no.		
E mail id		

6. Experience (No. Of Years)
7. Area and Location:-
8. No. of Drivers on payroll
9. Number of Vehicles (Ownership of Vehicles)

B) Bank Account Details:

- (i) Bank Address :
- (ii) Account Type :
- (iii) Account Number :
- (iv) MICR Code :
- (v) IFSC Code :
- (vi) One Cancelled Cheque :

Performa for Financial Offer

- A) **Validity of Rates:-** FromTo.....
- B) The offered rates should be **inclusive of all Taxes.**
- C) **Transport Services Rates:-**

1. (a) Cars segment:

Segment	Small cars	Mid Segment	Premium	SUV	SUV Deluxe
Name of Cars (Add or delete cars in each segments as per availability)	Swift, Etios Liva, Wagon R, Santro, I-10 etc	Desire, Xcent, ETIOS, Amaze, Tata Zest, Breeza, Venue, etc	Honda City, Ciaz, Verna, Fiesta, etc	Innova, Scorpio, Ertiga, Marrazo XUV 500,etc	Innova Crysta, etc

1. (b) Format for submitting financial offer for supply of AC Cars as mentioned in 1 (a) above –

SN	Particulars	Small cars	Mid Segment	Premium	SUV	SUV Deluxe
	Full Day / Outstation Charges					
1	4 Hrs / 40 KM					
2	8 Hrs / 80 KM					
3	Full Day (Local visit) /120 KM					
4	Charges for each extra km					
5	Charges for each extra hour					
6	Outstation Journey per KM (Minimum Chargeable distance_____KM/Day) (Please mention min. KM)					
7	Night Halt / Driver allowance for Out station per day					

- NOTE:** 1. In Case of Out station travel for more than One day tour, the charges will be calculated for the minimum chargeable distance (Km) per day X Number of days or actual Travelled distance in a tour Itinerary whichever is higher.
2. In case of Non AC Vehicle (Other than the Hill area) 10% deduction on tariff will be applied.

2. Format for submitting financial offer for supply of Tempo Traveller/large Van

SN	Particulars	8-10 Seat		11-14 Seat		15-18 Seats	
		AC	NON AC	AC	NON AC	AC	NON AC
	Full Day / Outstation Charges						
1	4 Hrs / 40 KM						
2	8 Hrs / 80 KM						
3	Full Day (Local visit) /120 KM						
4	Charges for each extra km						
5	Charges for each extra hour						
6	Outstation Journey per KM (Minimum Chargeable distance_____KM/Day) (Please mention min. KM)						
7	Night Halt / Driver allowance for Out station per day						

- NOTE:** In Case of Out station travel for more than One day tour, the charges will be calculated for the minimum chargeable distance (Km) per day X Number of days or actual Travelled distance in a tour Itinerary whichever is higher.

3. Format for submitting financial offer for supply of Coaches / Bus

SN	Particulars Full Day / Outstation Charges	Upto 30 Seat		31 to 40 Seat		41 Seats and Above	
		AC	NON AC	AC	NON AC	AC	NON AC
1	4 Hrs / 40 KM						
2	8 Hrs / 80 KM						
3	Full Day (Local visit) / 120 KM						
4	Charges for each extra km						
5	Charges for each extra hour						
6	Outstation Journey per KM (Minimum Chargeable distance _____ KM/Day) (Please mention min. KM)						
7	Night Halt / Driver allowance for Out station per day						

NOTE: In Case of Out station travel for more than One day tour, the charges will be calculated for the minimum chargeable distance (Km) per day X Number of days or actual Travelled distance in a tour Itinerary whichever is higher.

* *Pls. add extra rows/columns (if required) in this format.*

D) Others:-

- (i) Group Booking:- Additional discount in terms of % on the above offered spl. rates to IRCTC Ltd. for group bookings, **i.e requirement of more than 05 transport vehicles (at one go)-----%**
- (ii) **Applicable Taxes to be specified:-**
- (iii) **Applicable Cancellation policy would be as under:-**

Cancellation Policy: To be filled by Transport Service Provider:

(OR) IRCTC Ltd's cancellation Policy

- I (Transport Service Provider) Agree IRCTC Ltd's Cancellation Policy
 - In case the **Transport Service Provider's** cancellation policy is less than 48 hrs. same will be honoured. Else **Transport Service Provider** has to follow the IRCTC Ltd. cancellation policy as per the below:-
 - i) Any cancellation between 24 Hrs. of boarding to 48 Hrs. of boarding- 50% of the booking amount will be charged as retention.
 - ii) Any cancellation upto 24 Hrs. of boarding - 100% of the booking amount will be charged as retention.
 - In case the **Transport Service Provider** cancellation policy is beyond 48hrs (i.e. 6 days, a week, 15 days etc.) then **Transport Service Provider** has to follow the IRCTC Ltd. cancellation policy as per the below:-
 - i) Any cancellation beyond 48hrs of boarding - No cancellation changes.

I/We hereby certify that the details given above about the company is true to my knowledge and belief and also agree to provide transport services to IRCTC Ltd. on the rates mentioned above for the period given above. The rates if needed to be revised will be revised with mutual consent.

Date:

Company Seal

AUTHORISED SIGNATORY

Name:

Designation: