



CIN- U74899DLI999GO1101707, Email: sdutta4761@irctc.com, website: www.irctc.com

EXPRESSION OF INTEREST (EOI)

EOI NO. 2022/IRCTC/TOURISM/AFFILIATES

**ONLINE E- EXPRESSION OF INTEREST FOR APPOINTMENT OF AFFILIATE PARTNER(S) TO
PROMOTE ITS PRODUCT THROUGH AFFILIATE MARKETING**

Last date and time of submission of EOI online: [30.06.2023](#), 1500 hrs.

Time & Date of opening of EOI online: [30.06.2023](#), 1515 hrs.

Address: Office of the GM / Tourism
IRCTC
M-13, Punj House
Connaught Place
New Delhi - 110001
Contact: 011 – 23701101

Online Bidding available on: www.irctc.com
www.tenderwizard.com/IRCTC

For queries related to e-tendering Registration, e-tendering process, Digital Signatures, please contact the following members from the ITL Team:

Sh. Mayank Singh: 08800115628
Sh. Rahul: 08800107755

Affiliate Partner Programme

IRCTC has been in the business of tour packages, air ticketing, e-catering, hotel bookings, bus bookings etc which are marketed through various websites of IRCTC including www.irtctctourism.com, www.air.irtctc.co.in, www.hotel.irtctctourism.com etc.

IRCTC wishes to engage services of IT Companies, hereinafter termed as **Affiliate Partner(s)** to promote its products through Affiliate Marketing and earn commissions on each product according to the slabs prescribed by IRCTC from time to time.

The primary responsibilities of the Affiliate Partner shall be to create a network of **Affiliate Influencers** to promote IRCTC's products and services, provide adequate information to the influencers about IRCTC products and services and monitor the bookings of the influencers. The entire process of creation of an Affiliate Link, on-boarding of influencers, monitoring, payments due etc. shall be done online and the Affiliate Partner shall provide an online dashboard to IRCTC and the Affiliate Influencers.

IRCTC, shall under no circumstances, be in any kind of employment relationship with the Affiliate Influencers or be liable for any claims, damages etc for any dispute arising between the **Affiliate Partner(s)** and their respective **Affiliate Influencers**.

The Affiliate Programme shall run concurrently with other Agent Programmes of IRCTC and shall be mutually exclusive of any other Sales Promotion measures initiated by IRCTC.

The relationship between IRCTC and the Affiliate Partner(s) shall be that of a Principal and Agent.

Eligibility Criteria

- Should be a Technology Company registered in India in the business of developing IT solutions.
- Should have a customizable Affiliate Marketing Platform.
- Should be in the business for at least 1 year as on 31.03.2022.
- Should have turnover of at least Rs. 25 lakhs in the last financial year from affiliate marketing business
- Should have at least two (2) e-tailer clients using the Affiliate Marketing Platform of the company.
- Should submit a detailed Write-Up/Presentation on how the Affiliate Partner shall promote IRCTC's products and the technical Integration Process.

Application Process and Fee

EOI document will be floated in public domain for interested players to apply for empanelment which shall be scrutinized by IRCTC. IRCTC may at its sole discretion, seek additional documents/information from the interested Affiliated Partner.

Once empanelled, an online form created and put on IRCTC website will have to be filled up by empanelled partners with payment of requisite non refundable Integration Fee (**Rs. 25,000 plus GST per integration**).

Invoicing

Affiliate partner will generate a tax invoice on the basis of information provided by IRCTC with IGST (if state of both parties is not the same) to the place of supply (state from where journey is being initiated) with GST no. of place of supply on transaction wise/monthly basis of all the tour packages of a specific state. The commission shall be payable after submission of GST invoice (state from where journey is being initiated) by the affiliate partner to respective zones of IRCTC on monthly basis for the products/tours/packages concluded in that month. The commission should be exclusive of GST. In case, the customer cancels the product or service or the product or service is cancelled by IRCTC for any reasons whatsoever, the purchase shall be termed as null and void. In case of cancellation, no commission shall be paid to the Affiliate partner.

Validity of EOI for empanelment: The empanelment procedure will be open throughout the year, to be scrutinized twice a year in the months of July and January. Applications received in the period 1st January to 30th June will be scrutinized in the month of July and applications received in the period 1st July to 31st December will be scrutinized in the month of January. EOI document will be available only on tender wizard portal viz. www.tenderwizard.com/IRCTC and www.irctc.com.

Format for online Form		
SN	Description	Remarks
1	Name of the firm	
2	Website of the firm	
3	Name of authorized signatory	
4	Email ID of Authorized signatory	
5	Contact number of Authorized signatory	
6	Constitution of the Firm <ul style="list-style-type: none"> • Proprietary • Partnership • Company • Others 	
7	Profile of the firm (200 words)	
8	Proprietary programmes/software of the firm	
9	Documents to be uploaded in support of:	
9 (a)	Should be a Technology Company registered in India in the business of developing IT solutions.	Upload copy of Certificate of Incorporation, Memorandum of Association, Articles of Association in case of Incorporated company, Partnership Deed in case of Partnership Firm, Self Declaration in case of Proprietary Firm
9 (b)	Should have a customizable Affiliate Marketing Platform.	Upload details/Fact Sheet of the Affiliate Marketing Platform
9 (c)	Should be in the business for at least 1 year as on 31.03. 2022	Upload copy of Income Tax Return for the last Financial Year (2021- 22)
9 (d)	Should have turnover of at least Rs. 25 lakhs in the last financial year (2021 -22) from Affiliate Marketing business	Upload copy of Profit and Loss account statement, Balance sheet of FY- 2021 -22. CA certificate, certifying that turnover is from affiliate marketing business. The CA certificate must have UDIN number.
9 (e)	Should have at least two e-tailer clients using the Affiliate Marketing Platform of the Company.	Upload copy of relevant documents such as Partner Agreement etc.
9 (f)	Influencers onboard	A Self Declaration on letter head, giving the number of influencers working with the company should be uploaded
10	Other documents to be uploaded:	
10 (a)	GST Registration	
10 (b)	PAN Number	
10 (C)	Billing Address	
11	Bank Details: Account Name: Bank Name: Bank branch Address: Account Number: Account Type: IFSC: MICR:	

**Format for Agreement including Terms and Conditions
(To be signed on Rs. 100 Stamp Paper)**

This Agreement made on this _____ day of _____ at New Delhi

between

Indian Railway Catering and Tourism Corporation Limited having its Registered Office at 11th Floor, Statesman House, Barakhamba Road, New Delhi – 110001 and having one of its offices at Internet Ticketing Center, State Entry Road, New Delhi – 110055 through its authorized signatory _____, hereinafter called “**IRCTC**”, which expression shall where the context so admits, include its successor and assigns of the “**First Part**”.

and

_____ (company name with address) represented through its authorized signatory _____ (name with designation) hereinafter called “**Affiliate Partner**” which term shall mean and include their successors, legal representatives and assigns of the “**Second Part**”

This Agreement contains the terms and conditions that govern the operation of **IRCTC’s Affiliate Partner Programme** and mutually agreed between IRCTC and the Affiliate Partner.

The Affiliate Partner, acting through its Authorized Representative agrees that it has read and understood the terms and conditions mentioned herein and agrees to abide by them.

1. Affiliate Partner Programme

IRCTC’s Affiliate Partner Programme has been introduced with the purpose of engaging the services of IT Companies having experience in providing customizable Affiliate Marketing IT Platforms to promote IRCTC’s products and services through their own network of **Affiliate Influencers**.

The Affiliate Partner shall engage the services of prominent influencers, bloggers, whatsapp marketers, facebook marketers, instagram marketers, cash back coupon providers etc to promote IRCTC’s products and services and earn commissions on each ‘**Qualifying Sale**’ as defined in **Clause 3** of this Agreement.

The Commissions on each IRCTC product, subject to change in future, payable to the Affiliate Partners are mentioned in **Clause 4** of this Agreement.

The commission sharing arrangement between the Affiliate Partner(s) and its Affiliate Influencers shall be the sole prerogative of the Affiliate Partner and IRCTC shall have no role whatsoever in the agreement between the Affiliate Partner and their respective Affiliate Influencers.

2. Exclusions

The Affiliate Partner undertakes that neither its own, nor that of its **Affiliate Influencers** sites/channels etc shall promote or contain material that is unsuitable including but not limited to violence, sexually explicit material, defamatory material, gaming material or links which are illegal in nature, content which is infringement of any of the copyright/trademark/Intellectual Property rules and discriminatory content etc.

The Affiliate Partner further undertakes that the content created by the Affiliate Influencers shall be for the sole purpose defined in this Agreement and that the content shall be directed at the end users for promotion of IRCTC's products and services without any link to any content whatsoever of any site other than IRCTC's sites.

The Affiliate Partner undertakes that content being created by the Affiliate Influencers is up to date and in conformation to the information provided on IRCTC sites.

The Affiliate Partner undertakes that neither it, nor its Affiliate Influencers shall bid or purchase keywords/search terms specific to IRCTC Tourism Products. However, they may bid or purchase generic keywords.

The Affiliate Partner undertakes neither it, nor its Affiliate Influencers shall promote IRCTC's products and/or services at a price higher or lower than what is being displayed on IRCTC websites.

The Affiliate Partner and its Affiliate Influencers shall not indulge in any practices which may fall under the precincts of Predatory Pricing. However, they may be permitted to quote discounts/coupons etc from their own share of commissions.

The Affiliate Partner undertakes that neither it, nor any of its Affiliate Influencers shall use any malicious software/code/application embedded in the link created for the purpose intended in this Agreement.

The Affiliate Partner undertakes that neither it, nor any of its Affiliate Influencers shall use any software/code/bot etc to artificially increase/generate clicks to their respective sites, channels.

The Affiliate Partner undertakes that neither it, nor any of its Affiliate Influencers shall issue any kind of public communication such as Advertisements, Declaration, Press Statements etc declaring itself as an Affiliate Partner/Affiliate Influencer of IRCTC. However, the Affiliate Partner may display on its own website IRCTC's Affiliate Marketing Button to rope in Affiliate Influencers.

The Affiliate Partner and its Affiliate Influencers shall access the website only for lawful purposes and shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of IRCTC website.

The Affiliate Partner and its Affiliate Influencers shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services obtained from this website. The Second Party shall not create a hypertext to the Website or "Frame" the Website, except with the express advance written permission of IRCTC.

3. Qualifying Sale

Qualifying Sale shall mean when a customer purchases an IRCTC product or service through the IRCTC website and is captured under the Code provided to the Affiliate Partner's Special Link provided by IRCTC.

In case, the customer cancels the product or service or the product or service is cancelled by IRCTC for any reasons whatsoever, the purchase shall be termed as null and void. In case of cancellation, no commission shall be paid to the Affiliate partner.

4. Payment of Commission

The present Commission Structure is as under: (all percentages on Base Fare/Tariff)

SN	Product	Percentage Commission exclusive of GST
A	Rail Tour Packages, Holiday Packages	5%
B	Domestic Air Packages and International Air Packages (without Air Ticket component)	5%
C	Bharat Gaurav AC Tourist Train	5%

The commission is exclusive of GST. In case of revision of rate of GST by Govt. of India, there shall not be any change in the percentage commission paid by IRCTC and the increase/decrease in net commission shall be borne by the Affiliate Partner.

The commission shall be payable after presentation of GST Invoice (state from where journey is being initiated) by the Affiliate Partner to respective zones of IRCTC on monthly basis for the products/tours/packages **concluded** in that month.

IRCTC reserves the right to include and/or exclude any products from the Affiliate Partner Programme at any stage, without assigning any reason.

IRCTC reserves the right to add/delete product lines to the Affiliate Partner Programme with due intimation to the Affiliate Partner.

IRCTC reserves the right to modify the Commission Structure with due intimation to the Affiliate Partner.

5. Limited Use of IRCTC information and logos

This Agreement is being entered into with the sole purpose of promotion of IRCTC's products by the Affiliate Partner and their Affiliate Influencers. Hence, IRCTC grants a limited and revocable and royalty free permission to display the content/information/logos from IRCTC sites.

This Agreement shall cease to exist in case it is found that the Affiliate Partner or any or more of its Affiliate Influencers are using any information/logos/content for the purpose other than intended in this Agreement.

6. Relationship of Parties

IRCTC and the Affiliate Partner are independent entities, which have entered into this Agreement for the sole purpose intended in the terms and conditions of this document. This agreement does not create any partnership or other relationship between the parties of the First Part and Second Part.

7. IRCTC Deliverables

A Java script code of the Affiliate Partner would be added in the footer of www.irtctourism.com through which the agent would monitor the booking process of Affiliates

IRCTC will provide a link for Affiliate Influencer registration on www.irctctourism.com

Commission would be provided on completion of journey on a monthly invoice for the successful transactions based on the App code and the existing commission charges.

IRCTC will provide assistance in integration of Affiliate platform to IRCTC website to the Second Party with reasonable care and skill subject to all other risks or error and liability, limitation clauses would remain effective.

IRCTC makes no guarantee that any service will be uninterrupted, timely, secured or error free.

IRCTC's performance of this agreement is subject to existing laws and legal processes of Government of India, and nothing contained herein is in derogation of IRCTC's right to comply with law enforcement requests or requirements relating to use of this website by the Affiliate Partner or information provided to by the Affiliate Partner or gathered by IRCTC with respect to such use including the customers. IRCTC may provide details of use of the website by the Affiliate Partner to regulators or police or to any other third party, or in order to resolve disputes or complaints.

8. Affiliate Partner Deliverables

After enrolment in the programme, the Affiliate Partner shall create a Special Link and provide it to the Affiliate Influencers. The Affiliate Partner shall provide necessary support to IRCTC to create a programme for online linking and tracking of the bookings received through this SpecialLink.

Affiliate Partner shall create a global network of influencers who can sell IRCTC Products and services round the clock.

Affiliate Partner will build high quality traffic leading to high conversion through Influencers on various social media and other platforms.

The Affiliate Partner may appoint its **Affiliate Influencers** as permitted by IRCTC in the Agreement.

Affiliate Partner shall create a live dashboard for IRCTC and Affiliate Influencers which would provide real time information on the influencers available, packages booked, package amount, commission amount payable, commission paid etc. The Affiliate Partner shall make necessary modifications in the dashboard as per requirements of IRCTC.

9. Disclaimer

IRCTC undertakes that the information provided on its websites shall be up to date to the best possible extent. IRCTC does not make any warranty of any kind, with respect to the service offerings of the products/tours/packages etc.

It would be within its rights for IRCTC to discontinue any products/tours/packages or make changes in the scope of the service offerings of any products/tours/packages.

IRCTC shall not be responsible for wrong booking due to incorrect detail / details furnished by the Affiliate Partner or its Affiliate Influencers.

The Affiliate Partner also agrees that any change in the Affiliate Partner Programme by IRCTC such as inclusion and exclusion of products & services, change in rates of commissions, statutory changes effected by acts of Govt. shall be agreeable to the Affiliate Partner if communicated to the Affiliate Partner through a Notice of Change in Terms & Conditions of Affiliate Partner Programme. The Affiliate Partner shall make necessary changes in their Code/Programme to effect the changes within reasonable time.

In case, the Affiliate Partner does not agree to the subsequent change in terms and conditions, the same shall be notified by the Affiliate Partner to IRCTC in writing.

10. Tenure of the Agreement

The tenure of this agreement shall initially be for a period of **2 years** from the date of commencement of services which shall be notified in writing to the Affiliate Partner by IRCTC.

The Agreement shall be liable to be terminated by either party giving **1 month notice** to each other.

IRCTC may at any time at its sole discretion and without giving any reason or any prior notice terminate or temporarily suspend the Affiliate Partner's access to all or any part of the website. No claim/compensation for any consequential loss on account of such termination or suspension will be entertained.

11. Liability

Limitation of Liability: IRCTC shall not be liable to any Party save as expressly provided for in this document and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of online booking or connection to the website. IRCTC and/or its respective suppliers hereby disclaim all warranties, terms & conditions with regard to this information, products and services including all implied warranties, terms and conditions, by statute, collaterally or otherwise of satisfactory quality, fitness for a particular purpose, title and non infringement. In no event, shall IRCTC and / or its suppliers be liable for any loss of profit, loss of revenue, wasted time, wasted costs, indirect, incidental, special or consequential loss arising out of or in any way connected with the user of the online booking facility through website or otherwise or with the delay or inability to use online booking facility of IRCTC or of any information, products and services whether based on contract, tort, strict liability or otherwise.

Maximum Liability: The maximum amount of IRCTC liability to the Affiliate Partner for all loss or damage arising out of online booking through website or otherwise and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of IRCTC's obligations in the provision of the website and this service) shall be limited to the value of the package booking amount purchased through use of this service.

Exclusion of Liability: IRCTC shall not be liable to the Affiliate Partner for any of the following types of loss or damage arising out of use of website and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of IRCTC's obligations in the provision of the website and this service): -

- a) Loss of revenue, business, anticipated savings or profits; or
- b) Any indirect or consequential loss howsoever arising.

12 Force Majeure

IRCTC shall not be liable to any party in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances which are beyond reasonable control of IRCTC.

13. Indemnification

The Affiliate Partner, at its own expense, shall indemnify and hold harmless IRCTC and its Directors, Officers and employees against any and all expenses, costs, losses, damages, fines, penalties, proceedings, legal fees, other liabilities or claims (collectively, "Claims") resulting from or arising out of:

- a) All acts and omissions of the Affiliate Partner and/or its Affiliate Influencers.
- b) A breach of any of the obligations of Affiliate Partner and/or its Affiliate Influencers under this Agreement, including all violations/ non-compliance of any applicable laws, rules, regulations, guidelines etc.
- c) Damages to any tangible property; and provided that, the Affiliate Partner and/or its Affiliate Influencers shall not be liable to indemnify IRCTC for any Claims that are directly and solely attributable to acts or omissions of IRCTC.

14. Non-Disclosure Agreement

IRCTC, Affiliate Partner and its Affiliate Influencers shall at all times maintain confidentiality & security of the data in possession of respective parties consequent to this Agreement.

15. Modifications

Modifications, if any, required in the process flow, overall operations, during the currency of the contract, shall be carried out through mutual consultation between IRCTC and the Affiliate Partner.

16. Jurisdiction and Governing laws

All disputes with respect to this agreement shall be subject to jurisdiction of courts at New Delhi only. This agreement shall be governed by laws of India.

In witness whereof, the said parties hereto have set their hands at the place and on the dates respectively shown hereinafter.

For and on behalf of
Affiliate Partner

For and on behalf of
IRCTC

Authorised Signatory
with designation and seal

Authorised Signatory
with designation and seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____