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Expression  
Of  
Interest

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**EOI No.**

**2018/IRCTC/CO/MFC/Accommodation Partner**

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

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**Tourism Department- Corporate Office, IRCTC**

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# INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

## Expression of Interest (EOI)

FOR

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

**(Bid No. 2018/IRCTC/CO/MFC/Accommodation Partner)**

Empanelment of Accommodation Partners will be **for a period of three years extendable for further 3 years on every extension without any charges on mutually agreed terms**

Intending Accommodation Partners shall be eligible to apply for empanelment throughout 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, up to the period firms have been empanelled through this process.

#### **1) Instructions to the Applicants: -**

- 1.1) EOI document can be downloaded from website [www.irctc.com](http://www.irctc.com) → **Tenders** → **Active Tenders** → **No. 10402** (EOI of the Hotel Empanelment for association to provide online hotel inventory for sales on IRCTC Tourism website and its associate portal).
- 1.2) The registration of the hotels shall be done through online mode.
- 1.3) **For online registration pls. click the link [Hotel Registration](#)**
- 1.4) The Hotel will be required to fill all the details in the online form and upload scanned copies (as specified in the registration form).
- 1.5) Such hotels which have their own website or channel managers will have to share the details of Channel manager for API integration. Hotels which does not have own website or channel managers will have to submit basic details to create Inventory dashboard (Extranet).
- 1.6) Upon the successful submission of the registration form, the hotel would get an automated acknowledgement notification for registration of the hotel and submission of documents shall be generated and send to the hotel.
- 1.7) During evaluation, IRCTC may at its discretion, ask the applicant(s) for clarification(s) regarding its documents submitted. The request for clarification and its response shall be in writing and no change in the price or commission offered shall be sought, offered of permitted.
- 1.8) In case, the hotel is required to deposit integration charges, IRCTC would send an intimation e mail to the hotel with the request to submit Integration charges within 10 days.
- 1.9) A link would be provided to such hotels for the submission of integration charges online.
- 1.10) An invoice against the submission of integration charges shall be raised by IRCTC and will be send to the hotel.
- 1.11) Letter of Award (LOA) will be issued to the successful applicants. No separate agreement shall be signed. Acceptance of **“I am interested in listing my / our hotel/hotels on [www.hotel.irctctourism.com](http://www.hotel.irctctourism.com). I agree to the terms and conditions as per the EOI”** in the registration form would be legal binding upon the accommodation partner.

- 1.12) Upon successful empanelment Login credentials i.e User Id and password would be provided to the hotel by IRCTC.
- 1.13) 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.
- 1.14) Incomplete application documents are likely to be rejected.
- 1.15) 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.
- 1.16) There is no restriction on the numbers of qualified agencies. Qualification solely depends on evaluation and fulfillment of specified Criteria.
- 1.17) The Accommodation Partner shall be operating and running the said Accommodation outlet/s(for which the application is being submitted)and is desirous to sell its inventory availing services of the organization.
- 1.18) Category of the hotels, Integration charges and applicable commission payable to IRCTC: -

The following integration charges (non refundable) and Commission payable to IRCTC will be applicable:-

**Category A:-** State /Govt. owned hotels, resorts, lodges, holiday homes etc.

**Integration charges :- NIL**

**IRCTC Commission:-Minimum of 10 %** and the same as agreed to in the respective MOU with State

**Category B:-**Accommodation properties upto and including 3 Star categories or with equivalent facilities.

**Either:-**

**Integration charges: - NIL**

**IRCTC commission: - Minimum of 14 %**

**Or**

**Integration charges:-Rs. 10,000/- + Applicable Taxes**

**IRCTC commission:-Minimum of 12 %**

**Category C:-**Luxury Accommodation i.e. accommodation properties including 4 star and above categories or with equivalent facilities in India.

**Integration charges :- NIL**

**IRCTC Commission:-Minimum of 5 %**

**Category D:-**Any star category accommodation property at international Destination.

**Integration charges :- NIL**

**IRCTC Commission:-Minimum of 5 %**

**Category E:-**Any hotel/accommodation having valid membership of renowned hotel associations of India who are nominated by MOT for star category classification of Hotels/Restaurants such as HAI, IHHA and FHRAI (Regional associations i.e. HRANI, SIHRA, HRAWI, HRAEI) etc.

**Either:-**

**Integration charges: - NIL**

**IRCTC commission: - Minimum of 12 %**

**Or**

**Integration charges:-Rs. 10,000/- + Applicable Taxes**

**IRCTC commission:-Minimum of 10 %**

- 1.19) The Hotel/ accommodation can get equivalent facilities to star category certified by any renowned hotel associations of India who are nominated by MOT for star category classification of Hotels/Restaurants such as HAI, IHHA and FHRAI (Regional associations i.e. HRANI, SIHRA, HRAWI, HRAEI) etc. Star equivalent facilities of such hotels will be reflected against the hotel name indicating \*/\*\*/\*\*\*/\*\*\*\*\* (-----association member) in the hotel page in IRCTC website.
- 1.20) The validity of the agreement with the accommodation partners applying through “Category E” would be valid till the validity date of the membership of the accommodation partner with the hotel association of India. The accommodation partner will be required to timely submit the extension/renewal certificate of membership issued from the hotel association of India to continue the validity of the agreement with IRCTC.
- 1.21) Single integration charges paid may be made applicable for Franchise properties/ Properties under Lease, if operating under one Chain of hotels or have single website.
- 1.22) The integrated hotels may also provide Rooms in Home stays, Dormitories and Hotel in the slab of following hours:-  
**Minimum of 6 Hrs and 12 Hrs. apart from existing daily tariff**
- 1.23) For **Category A** accommodation partners, an MOU shall be signed with State/Govt. bodies. Online hotel integration shall be part of MOU.
- 1.24) All other category accommodation partners shall accept that “**I am interested in listing my / our hotel/ hotels on [www.hotel.irtctourism.com](http://www.hotel.irtctourism.com). I agree to the terms and conditions as per the EOI**”.in the registration form. No separate agreement shall be signed.

## 2) INTRODUCTION

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Enterprise)

### EXPRESSION OF INTEREST (EOI)

#### 2.1) 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/dashboard solutions 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.

#### 2.2) SCOPE OF WORK:

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

##### 2.2.1) IRCTC deliverables and obligations:-

2.2.1.1) IRCTC will use Accommodation Partner Rooms inventory via extranet/API/dashboard solutions 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 same may be displayed in 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.

2.2.1.2) The necessary technical, offline support & updation from time to time for integration will be given by the Accommodation Partner. The existing channel managers being used by the hotels for integration can also be used for linking the hotel inventory in IRCTC websites too.

In case the Accommodation Partner not using any channel manger then:

- a) Either, IRCTC may recommend some channel managers to Accommodation Partner who had already integrated with IRCTC for different hotel chains. Financial terms with such channel managers can be decided directly between the Accommodation Partner and channel partner.
- b) Or, IRCTC can provide the admin panel/owner dashboard to Accommodation Partner for updating their inventory, tariff and to monitor bookings and cancellations & payment process through the admin access provided to the hotel by IRCTC.

2.2.1.3) 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. In case the Accommodation Partner product are sold through IRCTC authorized agents, the commission to such agents will be decided and paid by IRCTC.

- 2.2.1.4) Upon receipt of any booking from the guest through IRCTC website, Automated voucher against confirmation of the booking shall be generated and sent to guest on their given email ID as well as to the hotel.
- 2.2.1.5) IRCTC may advertise adequately to promote Accommodation Partner as general product, not specific to any one particular Accommodation Partner. Accommodation Partner will run similar or better promotion on IRCTC platform as run on its own Website/App etc
- 2.2.1.6) 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.
- 2.2.1.7) Offline promotions if any would be mutually decided between the Parties.
- 2.2.1.8) IRCTC & Accommodation Partner will utilize all the available resources to maximize the reach to Accommodation Partner product.
- 2.2.1.9) 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.
- 2.2.1.10) 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 Empanelment, 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.

## **2.2.2) Accommodation Partner Obligations and responsibilities.**

- 2.2.2.1) 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.
- 2.2.2.2) Accommodation Partner shall during the Tenure, send Cobranded Transactional SMS and relevant Cobranded emails to customer making booking through the IRCTC Accommodation Partner Booking Webpage/App.
- 2.2.2.3) During the term of the Empanelment, Accommodation Partner may provide the live feed/data of all the available rooms across India under its network and shall update the live feed/data regarding room availability as frequently as possible.
- 2.2.2.4) Accommodation Partner on its own will is open to launch any promotion scheme for IRCTC employees or its agents for selling the Accommodation Partners.
- 2.2.2.5) Accommodation Partner shall be solely responsible to daily update bookings, inventory status, sold out dates and rates and will provide the dashboard for 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.

If Accommodation Partner fails/omits to update, verify and/or amend the inventory, sold out dates 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.

- 2.2.2.6) **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 empanelment.
  - 2.2.2.7) Accommodation Partner shall update the 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.
  - 2.2.2.8) All information contained in this empanelment and provided by IRCTC to the Accommodation Partner is strictly confidential and must not be disclosed to third parties.
  - 2.2.2.9) Accommodation Partner will hold the responsibility for customer experience and manage the complaints.
  - 2.2.2.10) The escalation matrix contacts of the accommodation partner shall be provided to IRCTC.
  - 2.2.2.11) Accommodation Partner shall manage 24\*7 Call center/customer care/reservation for any queries complaints / cancelations and other related to Hotel rooms.
  - 2.2.2.12) The guest can check-in at the hotel presenting the online voucher provided to them by IRCTC at the time of booking of hotel from IRCTC website.
  - 2.2.2.13) Hotel shall provide invoice for stay to the guest at the time of checkout
  - 2.2.2.14) In all the communications (sms/email/call etc) given to customers, IRCTC-Accommodation Partner name will be displayed to customer for unique experience.
  - 2.2.2.15) Accommodation Partner will give separate rate for IRCTC packages which will be required to run various packages by the Zones/Corporate offices.
  - 2.2.2.16) 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.
  - 2.2.2.17) Incentive: Towards the bookings done by IRCTC for the Accommodation Partner, the Accommodation Partner may run campaign or incentive scheme with intimation to IRCTC.
- 2.2.3) **Fulfillment Support:** Empanelled Accommodation Partner is supposed to provide all the fulfillment of the accommodation bookings done.
- 2.2.3.1) The fulfillment of booking will be responsibility of the Empanelled Accommodation Partner.
  - 2.2.3.2) In case of Non fulfillment of booking or customer complaint IRCTC reserve right to put penalty on Accommodation Partner, which it may deem fit.
  - 2.2.3.3) Notifications – System should support notifications to customers for various activities via Emails & SMS.



- 2.2.3.4) Secure payment gateway interface with multiple banks solution compliant with RBI directives for online payments of goods, supplier payment settlements etc.
  - 2.2.3.5) The go live date should not be more than 30 days from the time of LOA.
  - 2.2.3.6) Regular Updates, upgrades, offers in the platform should be carried out to meet the market demand.
  - 2.2.3.7) 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.
- 2.3. **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.
- 2.4. **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.
- 2.5. **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.

### **3) Terms and Conditions**

#### **3.1) GENERAL TERMS AND CONDITIONS OF THE EMPANELMENT**

3.1.1) Period of empanelment. The empanelment may be for a period of three years extendable for further 3 years on every extension without any charges on mutually agreed terms.

3.1.2) The parties may revise the commercials by executing an addendum after the above mentioned period.

##### **3.1.3) Trademark License to Use the Accommodation Partner Mark.**

During Empanelment 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;

3.1.3.1) **IRCTC Logo:** Subject to the terms and conditions of this empanelment, IRCTC grants a non-exclusive, non-transferable, non-assignable, non sub-licensable, revocable license during the Tenure of this Empanelment 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.

3.1.3.2) 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.

3.1.3.3) All goodwill arising out of Accommodation Partner's use of the IRCTC Mark will inure to the sole benefit of IRCTC.

3.1.3.4) IRCTC shall have the right to monitor Accommodation Partner's use of the IRCTC Mark to ensure the quality thereof.

3.1.3.5) Upon termination or expiration of this Empanelment, parties shall immediately cease and discontinue all further use of the Trademarks of each party

#### **3.2) Representations and Warranties**

By Both Parties.

3.2.1) Each party represents and warrants that it has full power and authority to enter into this Empanelment.

3.2.2) They have and will retain all necessary rights to grant the licenses for use of logos under this Empanelment;

#### **3.3) Termination of the empanelment by either party.**

3.3.1) Accommodation Partner and IRCTC hereby agree and acknowledge that IRCTC will discuss and take proper explanation before undertaking any suitable action as deemed fit against the associate partner in the event of Accommodation Partner committing any default/s or any customer complaint.

3.3.2) Either party may, during the term, terminate this Empanelment immediately on written notice if the other party:

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

3.3.2.2) Is unable to meet its obligations under this Empanelment for more than 30 days

due to force majeure.

- 3.3.2.3) Where the breach is incapable of remedy;
- 3.3.3) 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.
- 3.3.4) IRCTC may retain/store data in perpetuity in respect of booking remitted through IRCTC to the service provider for booking of Hotel.
- 3.3.5) 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.
- 3.3.6) Accommodation Partner shall honor any booking/reservations from IRCTC done till the date of termination, and all reservation/bookings made pursuant to this Empanelment shall survive the termination of the empanelment.
- 3.3.7) 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 Empanelment, IRCTC may refund the balance amount to the Accommodation Partner after deducting any outstanding dues.
- 3.3.8) 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 terminate the empanelment after deducting any outstanding dues.
- 3.3.9) **Events of default:** Any of the following events shall constitute event of default by Accommodation Partner:
- 3.3.9.1) Regular instances of non-payment of Commission agreed under this empanelment. (once the pay at hotel option is implemented).
- 3.3.9.2) Willful Negligence in responding to IRCTC queries related to the performance of services by Accommodation Partner under this Empanelment.
- 3.3.9.3) Any other act which is against the interest of IRCTC, which shall be mutually decided by the parties.
- 3.3.10) Termination by IRCTC with no notice:** IRCTC shall be entitled to terminate this Empanelment forthwith without any notice in case of events that are beyond Accommodation Partner's control, which shall only mean the following:
- 3.3.10.1) In the event Accommodation Partner being a company, passes any resolution to initiate CIRP proceedings under IBC or to wound up the company.
- 3.3.10.2) Accommodation Partner has unlawfully repudiated or has otherwise expressed an unlawful intention not to be bound by the terms and conditions of this Empanelment.
- 3.3.10.3) 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 Empanelment 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.

#### **3.4) Payment considerations/FEES/TAXES/TDS.**

- 3.4.1) Hotel booking amount against hotel booking would be credited in IRCTC Account. Payment will be released to the hotel after deducting IRCTC Commission (as offered

by the accommodation partner) on the submission of settlement voucher to IRCTC by Accommodation Partner after the checkout of the guest.

3.4.2) The payment to hotel will be through Automation payment mode as per the below mentioned payment days slabs.

3.4.2.1) Payment slabs of 10 days

1<sup>st</sup> to 10<sup>th</sup>, 11<sup>th</sup> to 20<sup>th</sup> and 21<sup>st</sup> to month end.

Settlement Voucher for 1<sup>st</sup> to 10<sup>th</sup> will be sent by hotel to IRCTC on 11<sup>th</sup>, 11<sup>th</sup> to 20<sup>th</sup> on 21<sup>st</sup> and 21<sup>st</sup> to month end by 1<sup>st</sup> of next month.

The payment of the 1<sup>st</sup> slab will be released by 15<sup>th</sup>, 2<sup>nd</sup> slab by 31<sup>st</sup> and 3<sup>rd</sup> by 5<sup>th</sup> of the following month

Monthly reconciliation of the accounts will be done. Any discrepancy will be adjusted from the next payment slab.

3.4.2.2) As per the present Taxation guidelines (subject to change from time to time), Calculation of payment to the hotel for the used bookings would be done as per below:-

Base Fare of Hotel Room Rate (A)	GST as applicable on Base Fare (B)	Commission payable to IRCTC on Base fare (C)	GST on Commission i.e 18% of C (D)	TDS on commission @ 3.75 % of C (E)	TDS under section 194-O on Base Fare@ 0.75% (F)	TCS on Base Fare@ 1% (G)	Net Payable to Hotel @ (H=A+B+E-C-D-F-G)
<b>Illustration as below</b>							
1,00,000/-	18,000/-	10,000/-	1,800/-	375/-	750/-	1,000/-	1,04,825/-

3.4.2.3) **Cancellation:** In case cancellation charges are applied as per policy then the same shall be credited in the concerned accommodation partner account

3.4.3) TDS will be deducted by Hotel at applicable rates on commission charged by IRCTC against an Invoice. Timely submission of TDS shall be the responsibility of Hotel. The empanelled accommodation partner shall provide the TAN No. through which the hotel would be depositing TDS.

3.4.4) The empanelled accommodation partner will submit the declaration . **Declaration for compliance of 194 H as per Annexure II**

3.4.5) TDS certificate will be provided to IRCTC by the hotel on quarterly basis

3.4.6) An Invoice for commission will be raised by IRCTC as per Terms of Contract and sent to hotel.

3.4.7) Accommodation Partner shall furnish timely settlement voucher after deducting commission to IRCTC.

3.4.8) IRCTC shall be entitled to ----- percentage (-- %) commission on all the used booking made pursuant to this empanelment and on booking channels as part of this empanelment. 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.

3.4.9) Accommodation Partner shall collect the payment for booking from the customer at the time of booking in case of Pay at Accommodation Partner option if the same is available on IRCTC portal in future.

- 3.4.10) 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.
- 3.4.11) If Interested, 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.

### **3.5) Inability to honour reservations and no shows**

- 3.5.1) 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 without additionally charging the customer..
- 3.5.2) 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.
- 3.5.3) IRCTC will notify Accommodation Partner of cancellation and amendments made by IRCTC customer and IRCTC shall process refunds as per the booking/cancellation policy of the Accommodation Partner for which the booking was done.

However if customer does not agree with the alternate arrangement, full refund without any cancellation charges shall be given to guest.

Suitable action as per para 3.3.1 will be governed if:-

- 3.5.3.1) Accommodation Partner does not offer any alternate arrangement.
- 3.5.3.2) Alternate arrangement was provided, but the customer still complaints of sub standard quality.

### **3.6) 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, Wages Code 2019 and other Labour Welfare Act in respect of its personnel.

### **3.7) Indemnity**

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 Empanelment based resulting from services or performance of this Empanelment.

### **3.8) 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's negligence or willful 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.

### **3.9) FORCE MAJEURE**

- 3.9.1) In the event of any unforeseen event directly interfering with the performance of either Party's obligations under this Empanelment, which may arise during the Tenure of this Empanelment, such as war, restraint imposed by the Government, act of legislature or other authority, explosion, accident, pandemics, 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 Empanelment is so affected shall be obligated to inform the other Party within a week from the commencement of such an event.
- 3.9.2) 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 Empanelment 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 Empanelment prior to such termination.

### **3.10) ARBITRATION & LAW**

- 3.10.1) In the event any dispute arises between the Parties out of or in connection with this Empanelment, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance.
- 3.10.2) In case of any dispute, controversy, event or claim arising out of or relating to this Empanelment, 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.
- 3.10.3) 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 Empanelment. 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.
- 3.10.4) IRCTC's performance under this empanelment is subject to existing laws and legal processes of the Government of India, and nothing contained in this empanelment 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.

3.10.5) If any part of this empanelment 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.

3.10.6) 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.

3.10.7) 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 empanelment.

### **3.11) GOVERNING LAW**

This empanelment 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.

### **3.12) 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 at \_\_\_\_\_ . 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**, Joint General Manager(Tourism), IRCTC, M -13, Punj House, Connaught Place, New Delhi, 110001

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 by Joint General Manger, Tourism or 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.

### **3.13) RELATION**

This empanelment 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.

### Format for online registration

(For online registration, pls. click the link [Hotel Registration](#))

Hotel Name\*

Single Hotel  Chain of Hotels

Corporate/Hotel Address\*

City\*

Pin Code\*

State

Name of the Contact Person\*

Email id.\*

Mobile No.\*

Existing website

Listing through Channel Partner/API  Inventory/Extranet

Govt. Owned Property  Yes  No

Star Rating

Member of Hotel Association  Yes  No

Membership Valid upto

Membership Certificate\*  (.pdf,jpeg,.jpg)(Max size 2 mb)

GST No.\*

GST\*  (.pdf,jpeg,.jpg)(Max size 2 mb)

PAN No.\*

PAN\*  (.pdf,jpeg,.jpg)(Max size 2 mb)

Hotel Registration certificate\*  (.pdf,jpeg,.jpg)(Max size 2 mb)

ITR of last completed Financial Year\*  (.pdf,jpeg,.jpg)(Max size 2 mb)

I am interested in listing my / our hotel/ hotels on [www.hotel.irctctourism.com](http://www.hotel.irctctourism.com). I agree to the terms and conditions as per the [Expression of Interest](#)

**SUBMIT**



To be printed on Letter Head

TO WHOMSOEVER IT MAY CONCERN

We/I, (.....**Proprietor/ Partner/ Director** ) of (.....**M/s Name of the company or firm**) registered at (.....**Official Address**), (hereinafter “The Declarant”) do hereby make the following declaration with respect to the Deduction and deposit of TDS of Section 194-H of The Income Tax Act, 1961 for receiving payments from the IRCTC without deduction of tax deduction at source (TDS)

1. We/I are/am using the e-commerce platform of IRCTC to facilitate the sale of goods/services to our customers.
2. IRCTC is charging Commission as per contract and we are liable to deduct TDS under section 194H of Income tax Act.
3. We/I hereby confirm that TDS so deducted by us will be deposited to TDS authority and proper return filing will be on timely basis.
4. We/I am assessed under income tax under the PAN no. and TAN No. bearing \_\_\_\_\_ & \_\_\_\_\_ respectively, do hereby declare that the information given above is true to the best of my knowledge and belief and nothing has been concealed therein. *(A photocopy of the same is attached along with this declaration.)*
5. We/I am well aware of the fact that if the information given by me is proved false / not true at any point of time, We/I will have to face punishment as per any provision of Law for the time being in force as well as the benefit availed of by me or the benefit accrued to me shall be summarily cancelled.

**Note:**

That the declarant is authorized to make this declaration in the capacity as proprietor/ partner/ Director.

**Place:**

**Dated:**

**Name of the Declarant:**

**Signature of the Declarant:**