**AGREEMENT FOR PROVIDING SERVICES AS TRAVEL AGENTS**

This Deed of **Agreement for providing Services as Travel Agents**  is executed at Mumbai on the \_\_\_\_\_day in the month of January, 2019.

**BETWEEN**

**M/s. Rosatom South Asia Marketing (India) Pvt. Ltd.,** a Company duly incorporated and registered under the provisions of the Companies Act, 2013,having its Registered Office at Unit No. 813, ‘B' Wing, The Capital Building, Plot No. C-70, Bandra Kurla Complex (BKC),

Bandra (E), Mumbai - 400 051, (hereinafter for the sake of brevity referred to as the said “**Company**") which expressions shall, unless it be repugnant to the meaning or the context thereof, mean and include its Successors, Assigns, Agents, Attorneys etc., through its Chief Executive Officer Mr. Andrey A. Shevlyakov, of the **First Part**;

**AND**

**M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a Proprietorship / Partnership Firm / Company having its Registered Office at - \_\_\_\_\_\_\_\_\_, being represented by its Proprietor / Partner / Director Mr. \_\_\_\_\_\_\_\_ (hereinafter for the sake of brevity referred to as the "**Service Provider**") which expression shall, unless it be repugnant to the meaning or the context thereof, mean and include its Successors, Legal Heirs, Assigns, Agents, Attorney etc. of the **Second Part**.

**WHEREAS**:

1. The party of the First Part, i.e. the Company is a registered Company as stated above and is engaged in its business activities in the City of Mumbai as well as other cities in India and so also abroad.
2. The party of the Second Part i.e. the Service Provider, is a business entity i.e. a Travel Agency as mentioned above, engaged in the business of providing Tickets to passengers for Travels within India as well as abroad by Air as well as Railways, arranging Hotels for their stay in various cities within India as well as in foreign countries and so also arranging transport of the passengers as and when required i.e. from Airports or Railway Stations to Hotels and back as well as their travels by road to various other places;
3. The Company has a requirement of an established, capable and fully committed Travel Agency for the purpose of swiftly arranging the travels of its Executives and Employees within India as well as abroad including their stay in hotels as may be specified and so also arranging cars and other vehicles for their swift and convenient transport to various places during their travels.
4. The Company has accordingly floated the Tender process, prescribing its requirements as well as Terms & Conditions as stipulated in its Terms of Reference, inviting offers and proposals from various parties.
5. In response, amongst others, the Service Provider has approached the Company with its offer to provide the aforesaid required Services, agreeing to abide by the Terms & Conditions of the Company as generally stipulated in its Terms of Reference and assuring to provide the best of the services at the competitive price as quoted in their offer to the Company.
6. Accordingly the Company has pursuant to the discussions and negotiations accepted the offer of the Service Provider and accordingly the parties herein have decided to record their Agreement prescribing the Terms & Conditions in the following manner.

Thus now the present **AGREEMENT** is being executed and entered into between the parties herein i.e. the Company & the Service Provider, for providing services as Travel Agency to the Company as per its requirements for the period and on the Terms & Conditions as mutually agreed to between the parties herein. Accordingly the present AGREEMENT WITNESSETH AS FOLLOWS that:-

1. The recitals hereinabove shall form the integral part of the present Agreement.
2. **TERMS OF AGREEMENT:**
3. **MEANINGS:**

In the present Agreement, the words and expressions shall have the same meanings as are respectively assigned to them.

Regarding transactions between the parties herein, the word Company shall also mean and imply its executives & employees;

Similarly the word Service Provider shall also mean and imply its executives & employees.

1. **SCOPE OF WORK:**

To provide to the Company:-

1. Air tickets for flights within as well as outside India.
2. Railway tickets for travel within India as well as in foregin countries.
3. Booking of hotels inside as well as outside India.
4. Airport and railway station transfers – pick up and drop off.
5. Support in visa application.
6. Support in insurance performance for traveling abroad.
7. Taxi / transport services in business trips apart from the services referred above, as may be required from time to time.

1. **BASIC SERVICES TO BE RENDERED BY SERVICE PROVIDER:-**
2. Upon receipt of query from Company regarding the Air Tickets, the Service Provider shall also provide to the Company detailed information regarding the Airline Company as well as the various Airline Companies on the route / sector, their rates, the information about the route, the time duration about the flight, the Airport Terminals, Tickets availability, their booking and purchase, including tickets change and refunds etc.
3. Upon receipt of query from Company regarding the Rail Tickets, the Service Provider shall also provide to the Company detailed information regarding the Railway Company / Corportion, as well as the various trains on the route, their rates, the information about the route, the time duration about the train journey, the Railway Terminals, Tickets availability, their booking and purchase, including tickets change and refunds etc.
4. Upon receipt of query from Company regarding the Hotel Bookings, the Service Provider shall also provide to the Company detailed information regarding the Hotel, its Company as well as the various Companies running Hotels on the route / sector, their rates, the information about the Hotels, Tickets availability, their booking and purchase, including tickets change and refunds etc.
5. The Service for Visa Support shall include preparation of full set of documents for visa application as well as courier services, if personal presence is not required.
6. **ROUGH ESTIMATE OF PROPORTION OF SERVICES:-**

The Service Provider shall in general be required to provide to the Company the various services in the rough proportion as stipulated below:-

1. Air tickets for flights inside and outside India 40%.
2. Railway tickets for travel inside and outside India 1%.
3. Booking of hotels inside and outside India 20%.
4. Airport and railway station transfers – pick up and drop off 12%.
5. Support in visa application 5%.
6. Support in insurance performance for traveling abroad 10%.
7. Taxi/transport services during business trips 12%.
8. **DETAILED PROVISIONS FOR SERVICES TO BE RENDERED:-**
9. The Service Provider shall at the earliest provide to the Company, by phone, e-mail or WhatsApp as may be adopted and convenient to the Company at the relevant time, the precise information as being sought regarding the availability and costs of the Air as well as Rail Tickets, Hotel accommodation and other Taxi services, if required, during the trips being planned by Company.
10. Upon the request made by the Company within the office working hours i.e. between 10:00 a.m. to 19:00 p.m. on the business days, the Service Provider shall provide the required information regarding the above services within a period of 30 Minutes. However during the period after 19:00 p.m. till 10:00 a.m. of the following day or on Saturdays, Sundays and public holidays, the Service Provider shall provide the required information to the Company within the period of 1 Hour of the request made in the electronic form.
11. Further upon finalization by the Company within the office working hours i.e. between 10:00 a.m. to 19:00 p.m. on the business days, the Service Provider shall send Confirmation to the Company via email regarding the booking - registration of the Air and / or Railway Tickets, Domestic, International and Domestic Foreign posts within a period of 30 Minutes. However during the period after 19:00 p.m. till 10:00 a.m. of the following day or on Saturdays, Sundays and public holidays, the Service Provider shall provide the required Confirmation in the above manner to the Company within the period of 1 Hour of the finalization made in the electronic form.
12. Similarly upon finalization by the Company within the office working hours i.e. between 10:00 a.m. to 19:00 p.m. on the business days, the Service Provider shall send Confirmation to the Company via email regarding booking of the Hotel and Taxi or other Transport, if required, within a period of 1 Hour. However during the period after 19:00 p.m. till 10:00 a.m. of the following day or on Saturdays, Sundays and public holidays, the Service Provider shall provide the required Confirmation in the above manner to the Company within the period of 2 Hours of the finalization made in the electronic form.
13. While making enquiries and even while finalizing the Order, Company shall provide to the Service Provider all the data as may be required for the various booking, including flight details, the flight class, the accommodation, the accommodation details, including the class.
14. The Service Provider shall provide the Company the Helpline Service details, its numbers on the routes for enabling to contact in case of any emergency or exigency.
15. Prior to booking, confirmation and documentation of the Air or Rail Tickets, and similarly the Hotel as well as Taxi or Travel services, the Service Provider shall seek Finalization from the Company via e-mail all the required precise details, including but not limited to:-
16. Air flights – the departure date, flight number, name and surname of passenger (employee or representative of the Company);
17. Transfers / taxi / transport services - Seat and vehicle type, the delivery time, destination etc.;
18. Hotel accommodation - hotel name,. dates & duration of stay, name and surname of traveler, clarification of Specific requirements, including the class of room in accordance with application form;
19. Insurance for traveling abroad - country coverage, data of the traveler, the insurance period etc.
20. The Service Provider shall provide the services in ticketing for the Company based on the principle of economical reasonableness of selection. To confirm selection of the most economically reasonable fare at the time of booking of flight ticket the Service Provider shall make a preliminary analysis of offers and rates of several airlines (not less than 3 sources of information, if available), and price analysis. A set of documents shall be provided with by the Service Provider under request.
21. The Service Provider shall provide services for booking hotels for the Company based on the principle of economical reasonableness of selection. To confirm selection of the most cost -effective option at the time of booking the Service Provider makes a preliminary analysis of offers and rates of several hotels in respect of comparable class within limits provided by the Company (not less than 3 sources of information, if available), and price analysis. A set of documents shall be provided by the Service Provider under request.
22. The Service Provider shall provide urgent refund and / or change of travel document on request by the Company without penalties and service charges of the Service Provider.
23. The Service Provider shall provide immediate cancellation of Hotel booking on request without penalties and service charges by the Service Provider.
24. The Service Provider shall also provide personal manager (for all matters - contractual, financial, accounting, quality of service, etc.)
25. The Service Provider shall also provide express delivery of documents required for timely provision of services and accountability.
26. The Service Provider shall provide detailed specification in financial and accounting documents (invoices, certificates, waybills) class of air and railway tickets, taxes, fees, commissions, as well as amounts of remuneration of the Service Provider (brokerage) under the terms of the contract and the Indian law.
27. The Service Provider shall render the services under the present agreement in proper time as prescribed and with proper quality in accordance with the technical specifications and contract.
28. The Service Provider shall be responsible for the validity of travel documents, vouchers and insurance policies abroad.
29. **CONFIDENTIALITY:**

The Service Provider shall be under a duty of maintain utmost confidentiality of requirements of the Company, the Travel Plan of its employees etc. All service-related material, information and document as well as all personal data are confidential and shall not be disclosed to third parties without preliminary written consent by the Company, unless the disclosure is required to obtain such official permits or documents as may be necessary for the service or payment of taxes and other regulatory charges and in any other cases according to the applicable law.

1. **ADDITIONAL COMPLIANCES BY SERVICE PROVIDER:-**
2. The Service Provider shall upon request by the Company, provide Booked and delivered to the Company Air and / or Railway ticket accompanied under request with documentary proved basis of economical reasonableness of carrier and tariff.
3. The Service Provider shall upon request by the Company, provide Booked and delivered to the Company the Hotel voucher accompanied under request with documentary proved basis of economical reasonableness of tariff and evidence that price does not exceed the threshold of 90% of hotel current cost, specified on hotel's official website, if any.
4. The Service Provider shall upon request by the Company, provide Booked and delivered to the Company a voucher for Airport and/or Railway pick up/drop off, confirmation for Taxi / Transport services other than transfers.
5. The Service Provider shall also provide to the Company the insurance for travelling abroad and contacts of 24/7 insurance operator.
6. **PERIOD OF AGREEMENT:**

The tenure of the present Agreement shall be for One year from the date of execution of the Agreement. Accordingly the operation of the present Agreement shall commence from the \_\_\_\_\_\_ day of February, 2019 and shall conclude on \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2020.

1. **SERVICE ACCEPTANCE:-**
2. The delivery of hard copies by the Service Provider to the Company shall be carried out on business days from 10.00 to 19.00.
3. The Electronic Air and Railway tickets, Hotel vouchers and vouchers for transfers shall be made available by the Service Provider to the Company by e-mail before trip starts (but not less than 24 hours before departure).
4. **PAYMENT TERMS:-**
5. The Service Provider shall in the normal course submit their Bills / Invoices of the expenses incurred for rendering aforesaid services to the Company alongwith their Service Charges and Taxes as may be applicable by the fifth working day of each calendar month by way of Original Document to the Company in their office during the working hours viz. 10:00 a.m. till 19:00 p.m.
6. The Company shall clear the said dues and reimburse, make good the said payments to the Service Provider within further five working days after the receipt of the aforesaid Bills / Invoices from the Service Provider.
7. The Company shall transfer the funds to the Service Provider in their Bank account as per the details as may be provided by them from time to time, in accordance to the Taxation rules and guidelines.
8. In the event of any query or doubt by the Company regarding the Invoices or part thereof as raised by the Service Provider, or any clarification regarding any charges levied by the Service Provider, then the Service Provider shall be bound to explain and clear the doubts to the Company within a reasonable time. In the event of any longer delay on the part of the Service Provider in satisfying the query or doubts of the Company, then the Company shall be entitled to withhold that part of the payment of the Invoice regarding which the query has been raised, till the satisfaction of the concerned issue.
9. **CONDITION FOR PAYMENT:**

All the payments due to be made by the Company to the Service Provider under the present Agreement shall be only upon receipt of proper Invoices from the Service Provider alongwith other Bills of the Tickets, Hotel Fares etc. by the Company containing all the proper details as may be required. The Company shall not be liable to pay to the Service Provider any advance amount or part thereof for whatever purposes.

1. **TOTAL COST OF THE SERVICES UNDER THE PRESENT AGREEMENT:**

The total cost of the Services to be provided by the Service Provider to the Company under the present Agreement, including the costs of Air and Rail Tickets, Hotel Fares, Taxi and other Travel Charges, including the Service Charges of the Service Provider and the applicable Taxes, shall not exceed Rs. 60,00,000/- (Rupees Sixty Lakhs only). In the event the said charges exceed Rs. 60,00,000/-, then the present Agreement shall be liable to be terminated.

1. **TERMINATION:**

Either of the parties herein may terminate the present Agreement at any time on the material breach or repeated other breaches by the Defaulting party of any obligation on its part under this Agreement, by serving a written notice on the Defaulting party to rectify the breach within a period of 30 (thirty) days and on the failure of the Defaulting party to rectify the breach this Agreement shall stand terminated.

1. **SOLVENCY OF SERVICE PROVIDER:**

The Service Provider states and assures the Company that they are duly Solvent and no proceedings for Winding them Up is pending before any Tribunal or any Court of law, nor any Order or Direction has been passed for winding them up, nor is there any proceeding against them under the Insolvency & Bankruptcy Code, 2016 .

1. **ARBITRATION:**

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through conciliation and negotiations in good faith between Authorized representatives of the parties, who have authority to settle the same. If the matter is not resolved by conciliation and negotiation the parties can refer the dispute to the single arbitrator, whom the parties hereto so agree. The arbitration to be held at Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference.

1. **JURISDICTION:**

It is hereby agreed by and between the parties hereto that for the enforcement of the rights of one party against the other under this Agreement, the competent courts at Mumbai shall have exclusive jurisdiction.

1. **NOTICE:**

Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due at the respective addresses set out herein below or at such other address as may be subsequently communicated by one Party to the other in writing.

## Company: M/s. Rosatom South Asia Marketing India Pvt. Ltd.

## Address: Unit No. 813, ‘B' Wing,

## The Capital Building,

## Plot No. C-70, Bandra Kurla Complex (BKC), Bandra (W), Mumbai - 400 051.

*E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

## 

## Service Provider: M/s.

## Address:

*E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **WHOLE AGREEMENT:**

This Agreement embodies the entire, sole and exclusive Agreement and Agreement between the parties hereto with regard to the subject matter. Nothing contained in this Agreement shall constitute a partnership or a joint venture between the parties or any of them and no party shall hold itself out as an agent for the other party.

1. **MODIFICATION / AMENDMENTS:**

Any modification, amendment or waiver of any provision of this Agreement shall be effective only if it is in writing and signed by the authorized representative of each party.

1. **PARTIAL INVALIDITY:**

If any provision of the present Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under any present or future Law, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and shall not be affected by the invalid or unenforceable provision or by its severance here from. The Parties shall replace the unenforceable provision with another valid provision which as far as legally possible reflects the original intent of the Parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

**SIGNED AND DELIVERED** )

By the within named Company )

**M/s. Rosatom South Asia Marketing**

**India Pvt. Ltd. )**

**Through Mr. Andrey A. Shevlyakov**

**The Chief Executive Officer )**

In the presence of )

1.

2.

**SIGNED AND DELIVERED**  )

By the within named **Service Provider** )

**M/s.**  )

Through its Proprietor )

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_ )

in the presence of )