

MEMORANDUM OF UNDERSTANDING

Between



CENTRAL UNIVERSITY OF HIMACHAL PRADESH
Dharamshala, Himachal Pradesh – 176215
(Accredited by NAAC with 'A+' Grade with CGPA of 3.42)

and



Indian Railway Catering and Tourism Corporation Limited
Barakhamba Road, New Delhi-110001

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on this 24 day of July 2024 at New Delhi.

Between

Central University of Himachal Pradesh, Dharamshala hereinafter referred to as '**CUHP**', an university established under the Central Universities Act 2009 (No. 25 of 2009) through its Vice Chancellor having its registered office at **Dharamshala, District Kangra, Himachal Pradesh, 176215** (which expression unless excluded by or repugnant to the context shall include the successors-in-office and assigns) **FIRST PART**

And

Indian Railway Catering and Tourism Corporation Limited, 'IRCTC' a Public Sector Enterprise under the Ministry of Railways, Government of India having its registered office at **11th Floor, Statesman House, Barakhamba Road, New Delhi - 110001** through its Group General Manager(Tourism) (which expression unless excluded by or repugnant to the context shall include the successors-in-office and assigns) **OTHER PART.**

Whereas, **CUHP** is the Central University established under the Central Universities Act 2009 (No. 25 of 2009), the premier multidisciplinary educational institution in the Northern India engaged in inter alia, teaching, research & development and skill development in diverse areas of humanities, social, physical and life sciences.

AND

Whereas, **IRCTC** is a Public Sector Enterprise providing Catering and Tourism services under Ministry of Railways having expertise and experience in the field for organizing rail-based tour packages with a single window interface for providing complete Travel & Tour solution for various customer segments and also taking over catering on trains and stations.

CUHP & IRCTC has mutually decided to enter into this MOU wherein IRCTC will plan and operate the tours for CUHP to various parts of India and to the different countries of the World for the students and delegates of CUHP and for its different statutory bodies under the aegis of CUHP's territorial jurisdiction on mutually agreed Itineraries.

IRCTC has agreed to extend its services for the operations of various educational tours for large group of Students to be operated on theme based circuit tours including Culture, History, Heritage, Flora - Fauna, Science & Technology etc. by operating its Bharat Gaurav Tourist Train / Charter Trains (If needed) which shall cover On-board/Off-board Meals, road

P. Gupta

[Signature]

transportation (by buses), lodging arrangements and other value added services etc., till the return at their respective place.

In addition IRCTC has also agreed to facilitate CUHP by operating Small Group Size tours ranging from 30-40 PAX in each of the groups for research on varied subject lines and for tourism purpose. These programs shall be operated by Flight, Train or by using the Road Transport and shall include all the comprehensive services including accommodation in different class of the Hotels, Meals as per the agreed itinerary, Local Sightseeing, Pick Up – drop as per agreed itinerary etc.

CUHP & IRCTC also agrees that in case of requirements, CUHP will take the services of IRCTC for all its Corporate Travel Requirements including Domestic/International Air Ticketing, Visa Services, Charter Trains /Coaches, Hotel Bookings, Events & Conference Management, Overseas Travel Insurance etc.

Now, therefore, this Memorandum of Understanding shall witness –

1. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING: -

To bind Indian Railway Catering & Tourism Corporation Ltd. (“IRCTC”) and the Central University of Himachal Pradesh (“CUHP”) to execute its respective functions set forth in this Memorandum of Understanding during the tenure of the Memorandum of Understanding.

2. TENURE OF THE MEMORANDUM OF UNDERSTANDING: -

The Memorandum of Understanding shall remain valid for a period of three years from the date of signing and shall be extendable for a mutually agreeable period at terms & conditions to be decided at the time of extension.

3. OBLIGATIONS OF CUHP SHALL BE TO: -

- a) Advice IRCTC well in advance regarding the travel requirements for its Faculty Members, Students within India and to the different countries of the world including the travel duration, preferred mode of travel, budget if any, number of participants etc.
- b) Advice IRCTC regarding the travel requirements for a group size of 700-800 Students by IRCTC’s Bharat Gaurav Tourist Trains to be operated on theme based circuits including Culture, History, Heritage, Flora – Fauna, Science & Technology etc theme so that the IRCTC may retain the Tourist Train for the exclusive use of CUHP.

- c) Advise IRCTC regarding the tourism & travel requirement for Small (Less than 10 PAX) or large (More than 10 PAX) groups for its faculty members, Students, researchers within India or different parts of the world.
- d) Advise IRCTC regarding the Corporate Travel Requirements if any including including Domestic / International Air Ticketing, Visa Services, Charter Trains /Coaches, Hotel Bookings, Events & Conference Management, Overseas Travel Insurance etc.
- e) Facilitate IRCTC in finalising the Itineraries and assist in coordinating with different educational programs, visit of institutes etc. at various destinations if need so.
- f) Nominate a Nodal Officer acting as a single point of contact for any communication with regards to this Memorandum of Understanding.
- g) Seek Cost for all the travel requirements from IRCTC.
- h) To conduct refresher / Training / MDPs etc. for IRCTC Officials & Staff as per requirement on domains including Tourism, Travel, Catering, IT, Law, HR, Public Relations etc.

4. OBLIGATIONS OF IRCTC SHALL BE TO: -

- a) Plan itineraries covering destinations within India and abroad as mutually decided with CUHP and decide the originating stations in consultation with CUHP.
- b) Decide a tour price based on its input costs for the services and other associated costs in Tourism packages & services and advised to CUHP well in advance.
- c) Provide the detailed itineraries with inclusions and service components, Meal components etc. to CUHP in advance.
- d) Offer Corporate Travel Services to CUHP including Domestic / International Air Ticketing, Visa Services, Charter Trains /Coaches, Hotel Bookings, Events & Conference Management, Overseas Travel Insurance etc.
- e) Coordinate with Indian Railways for train timings and all activities pertaining to Tourist train movement and maintenance.
- f) Operate the Itineraries through well trained and experienced onboard and off board staff, using surface transport with requisite licensing and authorisation from respective authorities.





- g) Provide insurance cover to the participants / tourists as per the extant IRCTC policy.
- h) Provide dedicated IRCTC staff on group tours for smooth functioning of the Itineraries.
- i) Raise invoices to CUHP for various Services well in advance.
- j) Nominate a Nodal Officer acting as a single point of contact for any communication with regards to this Memorandum of Understanding.

5. FORCE MAJEURE: -

For the purpose of this Memorandum of Understanding, "FORCE MAJEURE" means any unforeseen events directly interfering with the service during the currency of the Memorandum of Understanding such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic etc which is beyond the reasonable control, of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

6. DISPUTE REDRESSAL MECHANISM: -

- a) In case of any matter which is not expressly covered by this Memorandum of Understanding, the same shall be resolved mutually between the Parties.
- b) Any dispute, differences or controversy of whatever nature between the parties however arising under or in relation to this Memorandum of Understanding, the dispute shall in the first instance be attempted to be resolved amicably through discussions / negotiations/ through Joint Meeting between the authorized officers of the parties.
- c) If such resolution is not possible within 30 days from the point of contention communicated by either party to the other then the unresolved dispute or difference shall be referred to Arbitration of a Sole Arbitrator to be appointed with consent of both the parties and as per Arbitration and Conciliation Act, 1996 whose decision in this regard shall be binding on both the Parties. The Arbitration and Conciliation Act 1996 shall be applicable to the Arbitration under this clause. Venue of the arbitration proceeding shall be at a mutually decided venue and location.
- d) In case the award of the arbitrator is referred to the court of law, the same shall be subject to Delhi jurisdiction.

- e) This Memorandum of Understanding shall be interpreted & construed in accordance with Indian laws, courts & adjudicatory authorities in Delhi shall have exclusive jurisdiction over matters arising out of this Memorandum of Understanding.

7. CONFIDENTIALITY: -

Information with regards to this Memorandum of Understanding shall not be provided to a third party by any of the parties without seeking consent of each other.

8. INDEMNIFICATION: -

Both parties agree to defend, indemnify and hold harmless against each other, their respective officers, Directors, employees and agents and its associate companies from and against any and all claims, actions, damages, expenses, costs and other liabilities actually incurred by either of the party arising as result of any negligence, breach of Memorandum of Understanding or any other wrongful act or default on the part of other party, its employees, agents, representatives.

9. TERMINATION CLAUSE:-

- a) In case, any party to this MoU desires to discontinue, Two months written notice will have to be given from either side to the other side; subject to settlement of accounts of other parties.
- b) All letters / communications etc between the parties shall either be sent by registered post, courier, fax, hand delivery and shall be sent at the address mentioned herein below. Each notice, request or communication shall be deemed to be effective against the party it is addressed to.

a) Registrar

Central University of Himachal Pradesh,
Dharamshala, District Kangra, Himachal Pradesh- 176215

b) Group General Manager (Tourism)

Indian Railway Catering And Tourism Corporation Limited
11th Floor, Statesman House, Barakhamba Road,
New Delhi - 110001

P. Gupta

[Signature]

10. SEVERABILITY

Each of the provisions in this MoU is severable and distinct from the others and if at any time one or more such provisions become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

11. WAIVER

Neither the failure of either Party to insist on any occasion upon the performance of the provisions of this Memorandum of Understanding nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right there under. Waiver by either Party of any default by the other Party in the observance or performance of any provision of this Memorandum of Understanding shall not operate or be construed as a waiver of any other or subsequent default or of other provisions of or obligations under this Memorandum of Understanding nor shall affect the validity or enforceability of this Memorandum of Understanding in any manner.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this Memorandum of Understanding on this date i.e. 24 July, 2024.

SIGNED, SEALED AND DELIVERED

Registrar
Central University of Himachal Pradesh,
Dharamshala,
District- Kangra,
Himachal Pradesh- 176215

दुसरापिन हिमाचल प्रदेश
हिमाचल प्रदेश का केन्द्रिय विश्वविद्यालय
Central University of Himachal Pradesh
कुलपति सचिवालय, एच. पी. सी. ए. क्रिकेट स्टेडियम के निकट
VC's Secretariat, H.P. C.A Cricket Stadium
धर्मशाला, कांगड़ा / Dharamshala, Kangra (H.P.)-176215

WITNESSES:

- 1..... (Prof. Gurdeep Kaulsewani) Director CPEAHC Tourism CUHP
- 2..... Executive / cdy IRECTC

Group General Manager (Tourism)
Indian Railway Catering and Tourism Corporation Limited, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001

भारतीय रेलवे कatering and Tourism
Pranika Gupta, I.R.T.S.
11th Floor, Statesman House / Tourism
एम-13, द्वितीय तल, पुंज हाऊस,
बाहरी सर्कल, कनॉट प्लेस, नई दिल्ली-110001
M-13, 2nd Floor, Punj House,
Outer Circle, Connaught Place, New Delhi-110001

WITNESSES:

- 1..... AGM - TOURISM / IRECTC
- 2..... DGM / IRECTC