

Policy for Direct Debit Card Integration (DC) on IRCTC e-ticketing Website-2017



INTRODUCTION

e-ticketing through IRCTC website, www.irctc.co.in has revolutionized the way the common man deals with the railways and has been biggest success story of e-governance in India. To facilitate easy e-ticketing transactions, IRCTC is now introducing Policy for Direct Debit Card integration on its Website by the interested Banks (existing, already integrated and new coming Banks providing facility for acquiring their own issued Debit Cards). The Main benefits of such payment integrations are as under:

1. The payment instrument on IRCTC website will enable the customer hassle free transaction.
2. Various Payment Gateways (Direct Debit Card) will be available to customers to book Railway Tickets.

Norms for Integration of Direct Debit Card (DC) on IRCTC e-ticketing Website.

Interested/willing Banks may be integrated on IRCTC e-ticketing Website subject to fulfilment of the following terms and conditions:

- I. Name of the Policy:** Policy for integration of “**Direct Debit Card (DC)**” for IRCTC e-ticketing website.
- II. Eligibility Criteria:**
 - a) Payment Provider, Banks – Banks (existing, already integrated and new coming Banks providing facility for acquiring their own issued Debit Cards).
 - b) All the existing Banks/Debit Card Payment Provider on IRCTC NGET main site for e-ticketing will be governed by “Policy for Direct Debit Card Integration on IRCTC e-ticketing website”.
 - c) All the existing Banks/Debit Card providers will be served Two Month/60day notice for opting into the proposed Direct Debit Card integration mode, after the approval/finalization of this policy and those who are not interested to continue as per the new Debit Card policy then, such Banks/Debit Card providers will be made offline for IRCTC transactions.
- III. Integration Charges (IC):**
 - a) Onetime Payment of ₹20 Lakhs + Service Tax (Non-refundable) as Integration Charges.

- b) Banks/Direct Debit Card Providers already integrated on IRCTC website shall be exempted from payment of Integration charges.

IV. Security Deposit (SD):

- a) Payment Provider shall pay ₹10 Lakhs (Refundable) as Security Deposit (SD). Payment of Security Deposit shall be made through online or through Demand Draft. Security Deposit (SD) shall be refunded after adjusting IRCTC dues, if any, like- PMC, refund to customers, penalties, etc.
- b) The Security Deposit (SD) shall be forfeited at any point of time if, the name of IRCTC will get tarnished due to any issue on Direct Debit Card services or violation of terms and conditions of the Direct Debit Card Policy.
- c) Bank/Direct Debit Card Provider who are already integrated with IRCTC will also have to pay ₹10 Lakhs (Refundable) as Security Deposit (SD) as mentioned above, if agrees to continue for Direct Debit Card integration, as mentioned in clause II. c) of this policy.

V. Payment Maintenance Charges (PMC):

Payment Gateway (PG) charges or Internet handling fees or convenience fee or payment facilitating charges or anything similar charges levied on the customer by Bank (Debit Card) for each successful transaction will be shared with IRCTC called as under:

- a) 50 % of PG charges charged by Bank subject to average monthly minimum PMC of ₹5/- per transaction + Service Tax.
- b) In case Bank is not levying any Payment Gateway (PG) charges to the customer, still the Bank shall share average monthly minimum PMC of ₹5/- per transaction + Service Tax with IRCTC.
- c) Payment Gateway Maintenance charges shall be paid by the Bank/Direct Debit Card Provider on monthly basis. At the end of the month, Invoice for all the successful transactions will be raised by IRCTC and payment shall be made by the Bank/ Direct Debit Card Provider within 15 days from the date of issue of the invoice else it will be recovered from the respective RDS account. Scanned copy of the Invoice will be shared with the Direct Debit Card Provider. However, Original copy of the Invoice may be collected at the below mentioned address.
- d) If, monthly Payment Gateway Maintenance Charges is not paid by the Payment Provider within the above prescribed time line and if Payment Provider's RDS balance is lower than the invoice/outstanding amount, then, the service shall be made offline till the Payment Gateway Maintenance Charges is recovered from the Payment Provider.
- e) The PMC paid by the Bank should not be less than ₹10 Lakhs plus Service Tax per financial year. In case of any deficit, the balance amount of PMC will be deposited by

the Bank/Direct Debit Card Provider within 7 days from the date of communication sent by IRCTC else it will be recovered from their Rolling Deposit System (RDS) account.

- f) If, the balance in the RDS account is lower than the deficit annual PMC amount and the amount is not deposited by the Bank within the prescribed time, the services will be made offline till the balance Payment Gateway Maintenance Charges is received from the Bank/Debit Card Provider.
- g) Calculation of annual Payment Gateway Maintenance Charges will be on Pro-rata basis for all the Banks/Debit Card providers getting integrated with IRCTC from the date of launch of the Bank/Debit Card on IRCTC e-ticketing website.
- h) Invoices for all the successful transactions will be raised on mutually agreed terms with IRCTC.

Other Terms & Conditions:

VI. Rolling Deposit System (RDS):

In the Rolling Deposit System, the Payment Provider has to deposit advance money to IRCTC for the booking of e-tickets. Booking amount will be deducted at the time of booking (real time) from the respective Payment Provider's deposited advance money (called as Rolling Deposit Account) maintained with IRCTC.

- a) Rolling Deposit is required to be maintained by Banks offering Debit Card for booking of e-tickets for payment of e-ticketing charges.
- b) The Bank shall, in advance top up the virtual account at its own discretion in suitable intervals. Bank shall inform IRCTC through electronic medium after remittance for topping up the amount to virtual account conveying pre-agreed necessary details.
- c) Transaction amount will be deducted from the Bank's RDS account on successful booking of rail tickets. All Banks should maintain a minimum balance of ₹1 lakh in their RDS Account.
- d) Booking will not be permitted and Bank/Direct Debit Card provider's payment option will be offline if balance in RDS touches the minimum limit of ₹1 lakh unless it is topped up again.
- e) RDS deposit accounts can be topped up with minimum amount of ₹2 lakhs and in multiples of ₹1 lakh as and when required by Banks.

- f) The Payment Provider will be enabled to a web portal for downloading of Transactions and Refund report. Same shall also be used by Bank to upload Refund Confirmation report.
- g) If, at any point of time payment option of the Bank gets discontinued/offline due to insufficient balance of funds in their respective RDS account then IRCTC will be free to impose a penalty of ₹25000/- (Rupees Twenty-Five Thousand) plus service tax per instance.
- h) The penalty shall be paid by the Payment Provider within 5 days from the date of communication sent by IRCTC; else it will be deducted from the respective RDS account
- i) If, the penalty is not paid by the Payment Provider and the RDS balance is lower than the penalty amount, then, the services shall be made offline till the penalty amount is received from the Payment Provider.

VII. Invoicing and Payment:

Invoice will be raised by IRCTC to Bank on monthly basis for all successful booking transactions and payment process will be as mutually agreed between IRCTC and Banks.

VIII. One Time Password (OTP) and PIN: Should implement two-factor authentication process and OTP or PIN also as a level of authentication step for all payments through their Direct Debit Card on IRCTC.

IX. Checks/Restrictions/Service availability: All Checks/Restrictions as existing or as decided by IRCTC in future will be applicable.

X. Reconciliation and Refund/Chargeback:

- a) Banks should follow Reconciliation and Refund process as the details shared & mutually agreed with IRCTC.
- b) Payment Provider will be responsible for refunds to customer. In case the refund is not made to the customer within 5 days from the date of receipt of the same from IRCTC, IRCTC shall be free to impose a penalty of ₹5,000/- (Rupees Five Thousand) + amount equal to Non Refund, per complaint as and when reported by customer or any other agency. Payment of Penalty shall be made through online or through Demand Draft.
- c) The penalty shall be paid by the Payment Provider within 5 days from the date of communication sent by IRCTC; else it will be recovered from the respective RDS account.
- d) If, the penalty is not paid by the Payment Provider and the RDS balance is lower than the penalty amount, then, the services shall be made offline till the penalty amount is received from the Payment Provider.

- e) IRCTC will not bear any responsibility (financially or otherwise) for any chargeback reason/reason codes except for those cases where applicable refund as per Railway Refund rules are not processed due to some reason.
- f) Banks should take complete responsibility of chargeback issues/cases/fraudulent Activities.

XI. Tenure and Agreement:

Initially the Agreement will be valid for (Five) 05 Years and will be renewed or extended on fulfilling terms and conditions, mutually agreed between the parties.

Marketing Prospects:

XII. Promotions/Advertisements: will be allowed to Banks for proliferation of ticket booking through IRCTC subject to following conditions:

- a) Banks can give maximum cash back of ₹100 per ticket to the customer.
- b) Banks can send coupons to the customers, whosoever is booking ticket through their payment option. The text message can be as “Thanks for using < Bank name> on IRCTC”.
- c) If any Bank is interested in putting “Offers” text beside their payment option in payment page they are required to pay ₹20 lakhs plus taxes per year. On clicking the offer text, the link will be redirected to their offer site/app. This scheme is separately applicable for IRCTC e-ticketing Website inclusive of Mobile App.
- d) Extensive marketing of their products on media, newspapers, hoarding on various places/cities, TV commercials etc. using IRCTC e-ticketing Website/Mobile App screen shall be allowed subject to prior approval of IRCTC in writing.
- e) No advertisements are allowed when control transferred to Bank and payment page. If, any Banks is interested in putting an advertisement on their payment page then Banks is required to pay IRCTC ₹ 20 lakhs plus taxes per year.
- f) The above commercials are in addition to the revenue shared by Banks as Payment Gateway Maintenance Charges & Integration charges/Security Deposit.
- g) IRCTC’s logo should not be used in any form unless mutually agreed with IRCTC.

XIII. Mode of Payment: The payment of Integration Charges, Security Deposit, Payment Gateway Maintenance Charges and any other applicable charges can be deposited through online or Bank Demand Draft or through mutually agreed basis to the allocated IRCTC’s bank account

number, which will be shared with the Banks/Debit Card Providers, post approval of the business proposal.

XIV. Indemnity: Bank/Direct Debit Card providers as the case may be hereby undertakes and agrees to indemnify, defend and hold harmless IRCTC including their directors, officers and agents from and against all actions proceedings claims, penalties, demands and cost (including without limitation legal cost), awards, damages, losses, and/or expenses arising directly or indirectly as a result of breach or non-performance of declaration or obligations under this policy.

XV. Intellectual Property: Except to the extent expressly stated otherwise, Bank will not acquire any right, title or interest in any Intellectual Property Rights belonging to the IRCTC. "*Intellectual Property Rights*" means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

XVI. Confidentiality: The recipient of any Confidential Information will not disclose that Confidential Information, except to employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights to fulfil obligations under these terms, while using reasonable care to keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, of permitted by law.

XVII. Non-Disclosure Agreement: The Recipient expressly undertakes to retain in confidence and to require all of its employees, agents, contractors, consultants and subcontractors to retain in confidence all information and know-how transmitted to the Recipient by IRCTC that has been identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and/or confidential. The Recipient shall make no use of such information and know-how except under the terms and for the Authorized Purpose only. Notwithstanding anything to the contrary herein, the Recipient's confidentiality obligations set forth herein shall survive any termination or expiration of the Authorized Purpose. In any case the recipient shall be solely responsible for any misuse of such disclosed information to their employees, agents etc. and IRCTC shall be free to seek such injunctive or other relief against Recipient /or their employees, agents etc. jointly or severally as may be deemed proper by the court of competent jurisdiction.

XVIII. Termination: Violation of any of the terms and conditions of the policy at any point of time then, the services shall be made offline and the Security Deposit shall be forfeited.

XIX. Exit Clause: The Bank/Direct Debit Card provider which has provided the Debit Card has an option to withdraw from the scheme by serving three-month notice and that eventually, the

security deposit will be refunded to the Bank. However, integration charges shall not be refunded being non-refundable charges and consumed with the integration.

XX. The dispute if any, shall be resolved through arbitration by way of appointment of sole arbitrator by CMD-IRCTC, as per Arbitration and conciliation Act, 1996.

XXI. Governing Law and Jurisdiction: The transaction under the policy shall be governed by India Laws and the courts at Delhi shall have the exclusive jurisdiction as regards any claim or matter arising out of the policy. IRCTC reserves the right to amend the Policy at any stage without any notice as per guidelines issued by Govt. of India from time to time.

Discussion on technical mandatory requirements, Integration proposals and collection of Original Copy of Invoice may be sent to/collected at, along with supporting documents on their Bank's letter head duly signed by the -authorised signatory to the following address:

**Group General Manager/IT,
Indian Railway Catering and Tourism Corporation Ltd.,
Internet Ticketing Centre, Near Divisional Railway Manager's Office (NR),
State Entry Road, New Delhi – 110055**