

**"POLICY FOR INTEGRATION OF B2B & INTERNET CAFÉ PRINCIPAL SERVICE PROVIDERS FOR
IRCTC RESERVED RAIL E-TICKETING SERVICE, 2020."**



INDIAN RAILWAY CATERING AND TOURISM CORPORATION

**POLICY FOR INTEGRATION OF PRINCIPAL SERVICE PROVIDERS INTERNET CAFÉ & B2B
SCHEMES FOR RESERVED RAIL E-TICKETING SERVICE, 2020 - (w.e.f 02.09.2020)**

The Principal Service Providers under Internet Café and B2B (Business to Business) Schemes will be hereafter governed by the terms and conditions mentioned hereunder:

- I. Name of the Policy: Policy for Integration of Principal Service Providers under Internet Café and B2B (Business to Business) Schemes, 2020.
- II. The E-Ticketing Service providers appointed by IRCTC for reserved rail e-ticketing service will be referred to as Principal Service Providers (PSPs) & Retail Service Providers (RSPs).
- III. Definitions:

Principal Service Provider (PSP)	A firm who is appointing by IRCTC for providing e-ticketing service through its Retail Service Providers (RSPs), to the customer, either through IRCTC website or through its own web services portal.
Internet Café Scheme	In this Scheme, the Retail Service Providers of Principal Service Providers registered with IRCTC book e-tickets to the customers through IRCTC website www.irctc.co.in /IRCTC Rail Connect Mobile App.
B2B (Business to Business) Scheme	In this Scheme, the Retail Service Providers of Principal Service Providers registered with IRCTC book e-tickets to the customers through the Website/Portal/Mobile App of their respective PSPs
Retail Service Provider (RSP)	A person holding an Agency of PSP at a specified address/location and is registered with IRCTC for booking reserved rail e-tickets to the customer.
Integration Charges (IC)	The amount payable by the PSP at the time of initial appointment of the PSP.
Annual maintenance Charges (AMC)	The amount payable by the PSP annually at the time of extension of the contract/agreement of PSP.
Agent Login Authentication Charge (ALAC)	The amount payable by the PSP annually for OTP based RSP login authentication.
Security Deposit	A refundable amount payable by the PSP at the time of registration to IRCTC to safeguard any pending dues, penalty, etc
Agent Service Charges	The charges collected by the Principal Service Provider from the customer for booking e-tickets on per PNR (Passenger Name Record) /e-ticket basis irrespective of no. of passengers.
RDS	RDS is a Rolling Deposit System wherein Rolling Deposit Accounts (RDS Account) are created in IRCTC ticketing system in the name of PSP by IRCTC for depositing amount in advance by PSP to book IRCTC reserved rail e-tickets, as per requirement.
Web Services API	API (Application Programming Interface) is provided by IRCTC to PSPs which consists e-ticket booking related information for enabling access to web services, for booking reserved rail

	e-tickets to customers through the PSPs platform as per applicability.
Payment Gateway Charges	The charges levied on the customer by the concerned bank or Payment Provider or by the Principal Service Provider enrolled under RDS (Rolling Deposit System), for every transaction undertaken by the customer for purchasing of IRCTC Reserved Rail e-Tickets.
Slab	Slab is registration of specified No. of RSPs allowed within the prescribed limit.
Additional Slab	Option allowed for PSP to register more RSPs by opting next higher slab limit.
Decoy Check	The check conducted by the PSP or IRCTC or any investigating agency to inspect the working of the RSP in booking e-tickets to the customers.
TDR	Ticket Deposit Receipt
Credential Verification	Verification of Address, Name and Documents of PSP and RSP done by IRCTC and PSP respectively.
Customer	A person who purchase e-ticket from the Retail Service Providers .

IV. Fees Structure: Integration Charges (IC) and Annual Maintenance Charges (AMC)

1. **Internet Cafe Scheme:** The **Integration Charges, Annual Maintenance Charges (AMC)** will be slab wise as indicated below:

Slab approved for RSPs	Integration Charges	Annual Maintenance Charge (AMC) (Payable at The Time Of Annual Renewal Of Contract)
250-500	Rs. 5 Lakhs + Taxes	Rs.1.25 Lakhs + Taxes
501-1000	Rs.10Lakhs + Taxes	Rs.2.5Lakhs+ Taxes
1001-1500	Rs.15Lakhs+ Taxes	Rs.3.75 Lakhs+ Taxes
1501-2000	Rs.20Lakhs+ Taxes	Rs.5 Lakhs+ Taxes
2001-2500	Rs.25Lakhs+ Taxes	Rs.6.25 Lakhs+ Taxes
2501-3000	Rs.30Lakhs+ Taxes	Rs.7.50 Lakhs+ Taxes
3001-3500	Rs.35Lakhs+ Taxes	Rs.8.75Lakhs+ Taxes
3501-4000	Rs.40Lakhs+ Taxes	Rs.10 Lakhs+ Taxes
4001-4500	Rs.45Lakhs+ Taxes	Rs.11.25Lakhs+ Taxes
4501-5000	Rs.50Lakhs+ Taxes	Rs.12.50Lakhs+ Taxes
5001-6000	Rs. 60 Lakhs+ Taxes	Rs.15 Lakhs+ Taxes
6001-7000	Rs.70 Lakhs+ Taxes	Rs.17.5 Lakhs+ Taxes
7001-8000	Rs.80 Lakhs+ Taxes	Rs.20 Lakhs+ Taxes
8001 -9000	Rs.90 Lakhs+ Taxes	Rs.22.5Lakhs+ Taxes
9001 - 10000	Rs.1 Crores+ Taxes	Rs.25Lakhs+ Taxes

- a) AMC shall be payable in advance from the subsequent year of registration at the time of renewal of services.
- b) PSP shall pay difference of Integration Charges for every additional slab increase as per the charges mentioned above against each slab. AMC for the additional slab shall be payable in advance at the time of renewal of services.
- c) PSPs already integrated with IRCTC under Internet Cafe Scheme can also increase their slab limit as per the above mentioned extended slabs on payment of difference of Integration Charges for every additional increase in slab. AMC for the additional applicable slab shall be payable in advance at the time of renewal of services.
- d) Maximum number of 10,000 RSPs under Internet Café Scheme.
- e) Firms with less than 10,000 RSPs can add or replace RSPs within the limit of 10,000.
- f) Each replacement will be charged @ Rs.1000/- +GST per RSP.
- g) Payment for ticket booking is made through either RDS account of the PSP maintained with IRCTC or using IRCTC payment system available on its Website www.irctc.co.in.

2. **Web Service B2B Scheme:** B2B PSP shall pay **onetime non-refundable Integration Charges and Annual Maintenance Charges (AMC)** will be slab wise as indicated below:

Integration Charges (Non-refundable)	Slab approved for RSPs	AMC (Payable at the Time of Annual Renewal of Services)
One time Non refundable amount of Rs. 50 Lakhs + Taxes.	Up to 1000	Rs. 5 Lakhs + Taxes
	1001 - 2000	Rs. 10 Lakhs + Taxes
	2001 - 3000	Rs. 15 Lakhs + Taxes
	3001 - 4000	Rs. 20 Lakhs + Taxes
	4001 - 5000	Rs. 25 Lakhs + Taxes
	5001 - 6000	Rs. 30 Lakhs + Taxes
	6000 - 7000	Rs. 35 Lakhs + Taxes
	7000 - 8000	Rs. 40 Lakhs + Taxes
	8000 - 9000	Rs. 45 Lakhs + Taxes
	9000 - 10000	Rs. 50 Lakhs + Taxes
One time Non refundable amount of Rs. 1 Crore + Taxes	10001-11000	Rs. 55 Lakhs + Taxes
	11001-12000	Rs. 60 Lakhs + Taxes
	12001-13000	Rs. 65 Lakhs + Taxes
	13001-14000	Rs. 70 Lakhs + Taxes
	14001-15000	Rs.75 Lakhs + Taxes
	15001-16000	Rs.80 Lakhs + Taxes

	16001-17000	Rs.85 Lakhs + Taxes
	17001-18000	Rs.90 Lakhs + Taxes
	18001-19000	Rs.95 Lakhs + Taxes
	19001-20000	Rs.1 Crore + Taxes
	20001-21000	Rs.1.05 Crores + Taxes
	21001-22000	Rs.1.10 Crores + Taxes
	22001-23000	Rs.1.15 Crores + Taxes
	23001-24000	Rs.1.20 Crores + Taxes
	24001-25000	Rs.1.25 Crores + Taxes
One time Non refundable amount of Rs. 1.5 Crore + Taxes	25001-50000	Rs.5 Lakhs + Taxes for every additional 1000 RSP registration.

- AMC shall be payable in advance from the subsequent year of registration at the time of renewal of services every year.
- AMC for the additional slab increase shall be payable at the time of renewal of services.
- PSPs already integrated under Web service B2B Scheme can also increase their slab limit as per the above mentioned extended slab slots on payment of applicable difference of Integration Charges for every increase of slab slot. AMC for the additional applicable slab shall be payable in advance at the time of renewal of services.
- Maximum number of 50,000 RSPs under B2B Scheme.
- Firms with less than 50,000 RSPs can add or replace RSPs within the limit of 50,000.
- Each replacement will be charged @ Rs.1000/- +GST per RSP.
- Payment for ticket booking is made through the RDS account of the PSP maintained with IRCTC.

IV. Eligibility criteria for becoming Principal Service Providers

S.No.	Scheme	Eligibility Criteria
1.	Internet Café	<ul style="list-style-type: none"> Should be a reputed proprietary firm/Company/ Partnership firm with Internet Café chain. Should have at least 250 RSP Outlets/Centres/Agencies Should have Technical Infrastructure Should submit Balance Sheet and Income Tax Return of previous two years.
2.	B2B	<ul style="list-style-type: none"> Should be a reputed proprietary firm/Company/ Partnership firm At least 500 RSP Outlets/Centres/Agencies. Should submit Balance Sheet and Income Tax Return of previous two years. Should submit certificate of Rs. 5 crore turn over for previous year issued by Chartered Accountant (CA).

V. Security Deposit (SD)

1. **B2B PSP** shall pay Rs. 25 Lakhs (Refundable) as Security Deposit (SD).
2. **ICS PSP** shall pay Rs. 10 Lakhs (Refundable) as Security Deposit (SD).
3. Payment of Security Deposit shall be made along with the Integration Charges at the time of registration of PSP.
4. **The existing B2B and ICS PSPs shall pay the Security Deposit as per Revised Agent Policy (Edition 2020) within 30 days from the date of issue of the revised Policy.**
5. SD shall be refunded if PSP voluntarily withdraws from e-ticketing service after adjusting IRCTC dues, if any, such as refund to customers, penalties, etc.
6. The SD shall be forfeited if at any point of time the name of IRCTC is tarnished due to any misuse of IRCTC services or violation of terms and conditions of the **Agent Policy & respective Agreements.**

VI. OTP Based Login Authentication for RSPs of B2B and ICS PSPs

1. The Login Authentication of RSPs under B2B & Internet Café Schemes (ICS) will be done through One Time Password (OTP).
2. RSPs under B2B & ICS Schemes will be allowed to book reserved rail e-tickets on Mobile Phones also along with website.
3. RSPs of Internet Café Scheme will be enabled to book e-tickets through IRCTC Rail Connect App (Android & iOS).
4. RSPs of B2B Scheme will be enabled to book e-tickets through the Mobile App of their respective B2B PSPs, which will be integrated through IRCTC Web-service in the backend.
5. Agents will be permitted to book e-tickets through their registered mobile number only. IMEI (International Mobile Equipment Identity) no. of the registered mobile phones of the RSP will be captured.
6. RSP desktop will be bind by Device ID for OTP login authentication.
7. B2B & ICS PSP will pay Agent Login Authentication Charges (ALAC) @ Rs. 500 + Taxes per Active RSP per year.
8. The above charges will be payable per Active RSP per year in advance at the time of renewal of contract. These charges will be payable in addition to applicable Annual Maintenance Charges (AMC).
9. In case, applicable AMC and ALAC are not received before expiry of contract, the services will be automatically suspended till the time applicable AMC and ALAC are received.
10. For every replacement of RSP ID, ALAC @ Rs. 500 + Taxes will be payable per RSP ID by the PSP, in advance on pro-rata basis along with the applicable Replacement Charges.
11. For additional slab increase, PSP will pay the applicable ALAC @ Rs.500 + Taxes per RSP ID for complete slab, in advance on pro-rata basis.

12. For registration of New PSPs, applicable ALAC will be payable for complete slab in advance along with Integration Charges and Security Deposit. (E.g. If a PSP opts for the slab of 500 RSPs, then, ALAC will be payable @ Rs. 500 + Taxes x 500 = Rs. 2,50,000 + Taxes).
13. For all the existing PSPs, the ALAC for their Active RSPs will be payable on pro-rata basis with effect from the date of implementation of OTP based login authentication.
14. 30 days' time will be given for making payment of ALAC by the existing PSPs from the date of issue of the invoice. If the same is not received, the services will be suspended till applicable ALAC is received.
15. RSP will have the choice to use Digital Signature Certificate (DSC) or OTP, if DSC is purchased by the RSP.
16. OTP login authentication will be provided to all active RSPs of B2B & ICS PSPs. It will be the responsibility of the PSP to ensure that its RSP is booking tickets from the registered location with the given Device Id/IMEI No.
17. PSPs shall also ensure that RSP ID credentials are not shared by its RSPs with others.
18. Any violation of the terms of the policy will lead to imposition of penalty as per the penalty provisions stipulated in **Rules And Regulations for Reserved Rail e-Ticketing Service Providers (PSPs/RSPs) (Annexure 'A')**.

VII. Rolling Deposit Scheme:

1. A Rolling Deposit Account will be maintained by IRCTC for each PSP through which e-ticket booking is carried by its respective RSPs.
2. Transaction amount will be deducted from the PSP's RDS account on successful booking of rail tickets. PSPs shall maintain a minimum balance of Rs. 1 lakh in their respective RDS Account.
3. Booking will not be permitted, if balance in RDS touches the minimum limit of Rs. 1 lakh unless it is topped up again.
4. RDS account can be topped up with minimum amount of Rs. 2 lakhs and preferably in multiples of Rs. 1 lakh as and when required by Principal Service Provider.

VIII. Other Instructions:

S. No.	Instructions
1.	No geographical restriction for RSP registration in India
2	Since, new increased slab structure and OTP based login authentication are being introduced, it is essential to prevent sharing of IDs by PSP/RSP. Hence, Machine ID (MAC ID) RSP Desktop and IMEI (International Mobile Equipment Identity) no. of the registered mobile phones of the RSP will be mandatory for registration of RSP.
3	Each replacement will be charged @ Rs.1000/- + GST per RSP.
4.	The Revised Rules & Regulations shall be applicable to PSPs/RSPs and the same shall form part of this Policy as Annexure 'A'
5	Review of Penalty Provisions: PSP/RSPs shall be governed by the Rules and Regulations and the penalty provisions stipulated hereunder as Annexure 'A'.
6.	Requisition forms from customers to be taken and stored in Electronic Form. The details will have to be provided to IRCTC as and when required..
7,	Agreement will be valid for 3 years. AMC will be payable every year in advance.

8.	To encourage PSPs to improve their performance, IRCTC may award annually to the best performing PSPs.
9.	PSPs will have to conduct decoy checks on 1% of its RSPs every month. Penalty of Rs.5000/- + GST multiplied by shortfall of decoy checks in a month will be imposed on PSPs.
10.	IRCTC will also conduct decoy checks on RSPs Outlets/Centres/Agencies etc.
11.	PG (Payment Gateway) Charges Service Providers are allowed to charge PG charges on RDS model @.75% upto Rs.2000/- and @1% above Rs.2000/-. <ul style="list-style-type: none"> • Printing of PG charges on ERS allowed for clarity to customer.
12.	IRCTC technical team/External Agency nominated by IRCTC to inspect servers of the PSP to ensure compliance of administrative and technical issues. The expenses of such investigation/inspection including external agency charges to be borne by PSP.
13.	For false TDR claim, permanent deactivation of RSP ID will be done
14.	Taxes: Applicable Taxes will be payable extra.
15.	Mode of payment: All payments to IRCTC shall be made by PSPs through online or through Demand Draft in favour of IRCTC payable at New Delhi.
16.	Exit Clause: PSP has an option to withdraw from the scheme by serving three-months notice and in that eventuality, the RDS account balance and Security Deposit will be refunded to the PSP after deducting all pending dues, if any. However, Integration Charges, AMC, ALAC and any other non refundable charges shall not be refunded being non-refundable and consumed with the integration, operational/maintenance support.
17.	Indemnity: PSPs as the case may be, hereby undertakes and agrees to indemnify, defend and hold harmless IRCTC including its 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.
18.	Arbitration: The dispute if any shall be resolved through arbitration by way of appointment of sole arbitrator As per agreement.
19.	Governing Law and jurisdiction: The transactions under the policy shall be governed by Indian Laws and the courts at Delhi shall have the exclusive jurisdiction as regards any claim or matter arising out of the policy.
20.	Termination: Violation of any of the terms & conditions of the policy at any point of time, the services shall be suspended temporarily or terminated permanently as decided by the Competent Authority case by case.

Interested/eligible firms may send their proposal along with the requisite documents addressed to:

GGM/IT, IRCTC,
Internet Ticketing Centre,
State Entry Road,
Behind IRCA Building,
New Delhi-110055.

**Rules & Regulations for Reserved Rail e-Ticketing Service Providers
(PSPs/RSPs)**

A. Do's for Service providers

I. Mandates for Registration

- i. Retail Service Provider is registered with IRCTC by the Principal Service Provider and RSP Id is issued by IRCTC for booking of e- Tickets only.
- ii. Verification of Aadhar No. of RSP is mandatory at the time of registration of RSP for booking reserved rail e-tickets for customers.
- iii. PAN No. is also mandatory for registration of RSP.
- iv. Authentication of RSP is done for every login by sending OTP (One Time Password) to the registered Mobile Number of RSP.
- v. Onus of responsibility lies on the PSP to prevent sharing of Ids by RSP.
- vi. RSPs are required to give the correct address, Unique Mobile No. and Unique e-mail id & PAN No. for registration with IRCTC.
- vii. Change of address should be intimated to IRCTC immediately along with the original certificate issued by PSP.
- viii. IRCTC's rules & regulations are to be read properly & followed strictly. Ignorance of the same cannot be considered as a valid reason. The Principal Service Provider (PSP)/ RSP must be fully aware of the extant rules.
- ix. RSPs should verify the ids provided to them. If by mistake, id of another RSP is issued to them they should immediately inform their PSP.
- x. RSPs should keep a sign board outside their agency in which IRCTC's logo can be displayed. IRCTC's logo (Soft copy) will be sent by e-mail on request by the PSP/RSP. Sign Board should include: display of rules & regulations, IRCTC service charges, agent services charges, payment gateway charges etc.
- xi. PSP should issue to all its RSPs a Certificate of Authorisation for booking rail e-tickets to the customer.
- xii. Certificate of Authorization issued by PSP should be prominently displayed at the RSP outlet/Agency/Counter/Centre.
- xiii. PSPs/ RSPs should practice good business ethics.



II. Mandates for Booking

- i. Tickets should be booked only when the customer approaches the RSP.
- ii. The RSP must ensure that the transaction (Booking or cancellation) is done with the complete knowledge and acceptance of the customer.
- iii. It is mandatory for all RSPs to maintain the written/ electronic requests of the customer and also keep a copy of the ID proof from the customers for both booking & cancellation of the tickets at the RSP outlet for a period of six months. These requests are to be preserved for a period of six months. The details of the customer should be provided to IRCTC as and when required. In the absence of written request and/or ID proof, a penalty of Rs. 5,000/- + Taxes per case will be imposed.
- iv. Mobile number of the customer or one of the passenger(s) while booking the ticket is mandatory. Mobile number of the passenger(s) must be indicated correctly on the ERS. RSP should ensure that mobile number of passenger has been correctly filled in. In case of violation of the same a penalty of Rs. 5,000/- + Taxes per case will be imposed.
- v. The ERS issued by all the PSPs/ RSPs should be strictly in the forms prescribed by IRCTC. ERS issued by the PSP/ RSP should contain name and full address contact details of the same RSP who issued the ERS along with the name of the PSP.
- vi. RSPs must issue Invoice on their own stationary for the amount collected from the customers.
- vii. The Invoice should contain details like **Railway Fare, IRCTC's service charges, agent's service charges, payment gateway charge.** (The applicable Tax is included in the Agents Service Charges and the same should be shown separately in the Invoice).
- viii. Service charges of Agent are applicable only during booking transaction. There is no service charge to RSPs for cancellation transactions.

III. Mandates for Cancellation/Refund of Tickets

- i. RSP should cancel the ticket, only on request of the customer.
- ii. When the RSP cancels a customer's ticket on his request, an OTP SMS will be sent to the passenger mobile No. The passenger will share the OTP with the RSP and the RSP will then refund the cancellation amount to the customer.
- iii. When RSP cancels the ticket, refund will be processed and the cancellation amount will be credited to the same account through which the ticket was booked, based on correct OTP inputs.
- iv. The cancellation refund amount will not be processed for those cancelled tickets which were booked/cancelled by RSPs, if correct OTP/OTP is not received.

IV. Mandates for Filing TDR/Refund

- i. It is mandatory for the RSPs to obtain a written request from the customers before TDR cases are filed with the Railways.
- ii. In the absence of written request/soft copy of the customer for filing TDR Claim, a penalty of Rs. 5000/- + Taxes per case will be imposed.
- iii. If cash cards are used, it is pertinent to retain the exhausted cards for refunds, if any.
- iv. RSP must refund the money as per cancellation rules to the customer immediately in all cases.
- v. In case of refund of e- tickets which could not be cancelled on website and TDR has been filled, the agent must inform the customer about the TDR refund process, take contact details & remit the refund to the customer as and when it is credited in the RSP's account.
- vi. TDR refund status can be checked by PSP/RSP from online Web interface provided to PSP. In case of any issue on TDR Status, PSP mail to tdrprocess@irctc.co.in for checking the TDR refund status.
- vii. The PSP should refund the TDR claim amount to the RSP within 3 working days after the same is received from IRCTC.
- viii. The RSP should refund the TDR claim amount to the customer within 5 working days after the same is received from its PSP.
- ix. Whenever the TDR refund amount which is credited back in the agent's account used for ticket booking could not be refunded to the customer due to various reasons, the refund amount must be returned back to IRCTC after 5 working days. PSP should set a mechanism for this purpose.
- x. If the TDR Claim amount is not refunded to the customer within the prescribed time limit and the same is not returned to IRCTC, it will be treated as non refund to customer and penalty shall be imposed as per the provisions mentioned hereunder.
- xi. Along with the refund, the refund details must be provided to the customer during cancellation.

V. Mandates for the PSP

- i. PSP should register their Outlets/Centres/counters/Agency who have basic minimum Infrastructure like Internet connection and own office with sufficient space for the customers to visit and book Reserved Rail E-tickets.
- ii. PSP should ensure proper credential verification before appointing RSP and keep a record of these documents and should be able to provide them to IRCTC as and when required. KYC of the RSP is the responsibility of the PSP.
- iii. It will be obligatory on the part of the PSP to control the activities of their RSP. The PSP will be equally liable for all civil and criminal liabilities of their RSP.



- iv. PSPs with or without web services should keep a close watch on the conduct of their RSPs & in case of receipt of complaint against any RSP by the customers then the agent ID should be suspended immediately, under intimation to IRCTC.
- v. PSP must monitor each RSPs activity. PSPs will have to conduct decoy checks as indicated in the Policy against each slab every month. Penalty of Rs.5000/- multiplied by number of shortfall of decoy checks in a month will be imposed on PSPs.
- vi. PSP must make changes in front end software on the portal for a provision to store **mobile number** of any one of the desiring passenger(s) travelling on e-ticket and strictly ensure that while filling of requisition slip for booking e-ticket, RSPs obtain and feed the mobile number of passenger for sending SMS alerts in all cases wherever the mobile number is available.
- vii. Compliance has to be ensured from the PSPs in this regard and watch should be kept for any fake number/ repeat number/ dysfunctional number being fed when booking/ cancellation is done by RSP.
- viii. PSPs should educate their RSPs regarding rules and regulations of IRCTC or about ticket booking software (in case of web services agents) etc.
- ix. PSP can deactivate the RSPs who are found to be non-transacting (Not booked e-tickets) for period of six months
- x. PSP should ensure complete sharing of information & full cooperation with IRCTC.
- xi. All mails / references made by IRCTC in RSPs matter should be replied back within 5 (five) working days.
- xii. Request for additional registrations will be considered at the discretion of the competent authority.
- xiii. Contract Renewal of the PSP will be extended annually subject to payment of applicable Annual Maintenance Charges and no pending dues/ penalties due to complaints against their respective **RSPs**. Request for renewal of contract should be made by PSP along with the payment of applicable Annual Maintenance Charges (AMC) at least 15 (Fifteen) working days before the date of expiry of the contract every year. In case the renewal of contract is not approved by Competent Authority by the date of expiry of contract, the services will be automatically suspended till all the renewal formalities are completed and subject to no pending dues/penalties.

B. Don'ts for the Service providers

1. No advertisement in any form whether in print or press media is to be issued without prior permission from IRCTC in writing.
2. Collection of extra charges in any form whether for cancellation of the ticket or checking the availability status from the customers forbidden.

3. Booking of I- tickets or counter tickets is prohibited & punishable with minimum punishment of immediate deactivation of the user id.
4. Sharing of access credentials to web services and engagement with any other third party in any manner whatsoever to sell e-tickets by any mode or manner including a e-commerce platform operating through a website or Smartphone application or tablet application is strictly prohibited. Transfer/Sharing of RSP ID given to RSPs by IRCTC is prohibited and IRCTC will initiate action against the agent group if found guilty in such matters.
5. RSPs should not any other wrong ID or through Personal User ID. RSPs should book tickets using only IRCTC provided agent ids. RSPs if found to be using wrong id/Personal User Ids for commercial gains, then their ids will be deactivated immediately as well as punitive/Legal action will be taken against them.
6. Transfer & re-sale of Tickets is punishable under Indian Railway Rules under Sec.142.
7. RSPs are prohibited to print Reservation Application Forms with IRCTC Logo on top.
8. Popularizing the organizations name as authorized Railway Agents is strictly prohibited. The RSPs are "IRCTC authorized E- Ticketing agents".
9. IRCTC's logo should not be used in Visiting Cards, Letterheads, and Pamphlets or in any other forms unless approved by IRCTC.
10. Session management by the B2B PSP should be taken care of.
11. Booking of benami e- tickets is strictly prohibited (anybody doing so will be prosecuted).
12. Blocking of accommodation by giving fictitious names in any train is strictly prohibited As per the Indian Railways Act-1989 blocking of accommodation is a criminal offence and is punishable.
13. **Modification/Alteration/Tampering** the Electronic Reservation Slip (ERS) is strictly prohibited. Any such act will be considered as a criminal activity and is punishable u/s 420 of the Indian Penal code, if brought to the notice of IRCTC.
14. **Software tampering** is strictly prohibited. Any activity restricted by IRCTC like unauthorized branding, Tatkal Robot Facility, saving booking form either at server or at client machine or allowing Tatkal form to be opened before stipulated Tatkal time or during the banned time period, use of technology for gaining unfair advantage in Ticket booking, Technical problems like making changes without proper testing, etc.
15. Cancellation of the tickets without the knowledge and request of the customer is prohibited and penalty can be imposed/prompt action can be taken.
16. Do not sell e-tickets booked through personal IDs for commercial purpose in any manner, whatsoever.

C. Penalty Provisions

1. All fraudulent activities like Overcharging, booking tickets through personal user id's, creating multiple Personal user id's, Sharing of access credentials/RSP ID, Booking/cancellation of e-tickets in connivance with middle men/Third party, besides other irregularities, will be dealt strictly. Punitive action will be taken for any misconduct/Irregularities/Non-compliance of the terms and conditions by invoking clauses 4.9 read with 19 (Internet Café Agreement) and 20 (B2B Agreement).
2. The penalties for Irregularities/Misconduct/Non-Compliance of PSPs/RSPs will be as under:

S.No	Nature of Irregularities	Penalty Provision
(1) Major Irregularities		
i.	<p>Software Tampering : Any activity restricted by IRCTC like Cases such as:</p> <p>a) Sharing of Access credentials, White Labelling, unauthorized branding, Tatkal Robot Facility, saving booking form either at server or at client machine or allowing Tatkal form to be opened before stipulated Tatkal time or during the banned time period, use of technology for gaining unfair advantage in Ticket booking, Technical problems like making changes without proper testing etc.</p> <p>Misuse of IRCTC Website/IRCTC Rail Connect Mobile App: Any activity restricted by IRCTC like cases such as:</p> <p>b) Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative work forms, transfer or sell any information from IRCTC Website/ IRCTC Rail Connect Mobile App. Sale of Illegal Scripting/ Automated Software Tools by PSP to its RSPs or any individuals for gaining advantage of booking tickets through IRCTC Platform using personal User IDs.</p>	<p>a) A penalty Rs.25 lakh + Taxes will be imposed per case on PSP and the services of PSP will be suspended for three months.</p> <p style="text-align: center;">And</p> <p>Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF (Railway Protection Force).</p> <p>b) A penalty Rs.10 lakh + Taxes will be imposed per case on PSP and the services of PSP will be suspended for 3 month.</p> <p style="text-align: center;">And</p> <p>Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF (Railway Protection Force).</p>
ii.	<p>Un-authorised access – Cases such as: Sharing of access credentials to web services, Sharing of RSP ID, Engagement with any other third party in any manner whatsoever to sell e-tickets by any mode or manner including a e-commerce platform operating through a website or Smartphone application or tablet application, Unauthorized Sale/Transfer of Agency, etc.</p>	<p>A penalty of Rs.20,000/- + Taxes per case, of a complaint, will be imposed on PSP and the RSP ID of such outlet will be permanently deactivated</p> <p style="text-align: center;">And</p> <p>Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF</p>
iii.	<p>Point of sale fraud – Cases such as: Overcharging, non-payment of refunds like TDR refund claims, non-refund of</p>	<p>1. A penalty of Rs.20,000/- + Taxes per case, of a complaint, and</p>

	cancellation amount within the stipulated period, charging of cancellation charges, False TDR Claim.	<p>2. A penalty of double the amount of such overcharging/non-payment + Taxes will be imposed on PSP.</p> <p>3. The RSP ID of such outlet will be permanently deactivated.</p> <p>And</p> <p>4. Case will also be referred to RPF if found indulged in touting activity using personal ID.</p>
iv.	Non compliance of Booking/cancellation mandates – Cases such as: Faking as a normal user and booking on website using multiple personal user Ids for commercial gains, Manipulation of ERS, sale of I tickets/Counter tickets, Booking of benami tickets, Transfer or resale of tickets, blocking accommodation giving fictitious names, cancellation of ticket without the knowledge of customer, Non filing of TDR on request of Customer, Booking/cancellation of tickets in connivance with middlemen/Third party. Booking request/collection of payment from Unauthorized web based platform.	<p>A penalty of Rs.20,000/- + Taxes per case, of a complaint, will be imposed on PSP and the RSP ID of such outlet will be permanently deactivated</p> <p>And</p> <p>Case will also be referred to RPF if found indulged in touting activity using personal ID</p>
(2) Minor Irregularities		
i.	Cases such as: <ol style="list-style-type: none"> Any RSP outlet, if found without proper display of sign board indicating the IRCTC instructions viz Service charges, Payment gateway charges, without registration certificate being displayed; Non issuance of money receipt by RSP; RSP Address Mismatch; Any advertisement in print or press media without prior permission from IRCTC in writing; Misuse of IRCTC LOGO without prior permission from IRCTC. 	<p>1. In the first instance, a penalty of Rs.5,000/- + Taxes per case, of a complaint, will be imposed on PSP with a warning to RSP.</p> <p>And</p> <p>2. In the second instance, a penalty of Rs.5,000/- + Taxes per case, of a complaint, will be imposed on PSP and RSP ID will be permanently deactivated.</p>
ii.	Cases such as; <ol style="list-style-type: none"> In the absence of written request/Electronic request of customer for booking/cancellation of e-ticket. If correct Mobile No. of one of the passengers is not mentioned at the time of booking 	<p>A penalty of Rs.5,000/- + Taxes per case, of a complaint, will be imposed on PSP.</p>
(3) Other provisions		
i	If complaints are received and proved against 5 different RSPs of PSPs in 01 month	A show cause notice will be issued to PSP.
ii	If between 6-10 complaints are received and proved against different RSPs of a PSPs in 01 month	Services of PSP will be suspended for 01 month.
iii	If between 11-15 complaints are received and proved against different RSPs of a PSP in 01 months	Services of PSP will be suspended for 03 months. If two such incidences are reported, the PSP will be

		permanently deactivated.
iv	If more than 20 complaints are received and proved against different RSPs of a PSP in 01 month	Services of the PSP will be suspended for 06 months. If two such incidences are reported, the PSPs will be permanently deactivated.
	<p>However, i) the number of instances for imposing penalty will be counted based on date of occurrence of incidence as against date of reporting.</p> <p>ii) The complaints arising out of bookings made through PSPs IDs will only be counted for penal action against PSPs</p> <p>iii) The complaints arising out of bookings made through Personal IDs will be taken up through RPF under Railway Act for touting activity. Such complaints for tickets booked on personal ID will not be counted for the purpose of suspending PSPs on the criteria of number of complaints</p>	

- (4) For irregularities committed by RSP, necessary action will be taken against respective PSP also in addition to whatever action (like deactivation of RSP as decided by competent authority) taken against RSP. However, in case of criminal activity of RSP, necessary action will be taken by IRCTC through RPF against RSP.

(5) Process of Complaint case:

- i. Once a complaint is received, explanation will be called from the PSP of the RSP who is involved in the complaint.
- ii. Once the irregularity is established, a show cause notice is issued giving 5 days time to reply. 3 days time is awarded for payment of penalty.
- iii. If penalty imposed is not received within the stipulated period the same will be debited from RDS account of the PSP or if no RDS account is maintained, the services of PSP will be made offline till such time the amount is received from the PSP.
- iv. The Competent Authority can however, take appropriate higher action against the erring PSP/ RSP, if deemed necessary including termination in the first or any instance in accordance with the provisions of the Agreement.
- v. Any other complaint, other than those mentioned above, is received against RSP/PSP in violation of IRCTC/Indian Railways rules and regulations, action will be initiated as per the decision of the competent authority case by case.
