

NEW POLICY FOR E-TICKETING SERVICE PROVIDERS (2013)

I. The E-Ticketing Service providers appointed by IRCTC will be referred to as Principal Service Providers (PSP) & Retail Service Providers (RSP).

II. **Fees structure: Integration fee and Annual maintenance charges**

1. Internet Café Scheme (PSPs)

The Integration fee & Annual Maintenance charges (AMC) will be slab wise as indicated below:

<u>Slab (Number of RSPs)</u>	<u>Integration Fee</u>	<u>AMC</u>
250-500	Rs. 5 Lacs	Rs.1.25 Lacs
501-1000	Rs.10Lacs	Rs. 2.5Lacs
1001-1500	Rs.15Lacs	Rs.3.75 Lacs
1501-2000	Rs.20Lacs	Rs.5 Lacs
2001-2500	Rs.25Lacs	Rs.6.25 Lacs
2501-3000	Rs.30Lacs	Rs.7.50 Lacs
3001-3500	Rs.35Lacs	Rs.8.75Lacs
3501-4000	Rs.40Lacs	Rs.10Lacs
4001-4500	Rs.45Lacs	Rs.11.25Lacs
4501-upto 5,000	Rs.50Lacs	Rs.12.50Lacs

Other Instructions:

<u>S.No.</u>	<u>Instructions</u>
1.	• No geographical restriction on RSPs.
2	• Maximum numbers of 5000 RSPs.
3	• Firms with less than 5,000 RSPs can add or replace RSPs within the limit of 5,000.
4	• Each replacement will be charged @ Rs.1000.

2. B2B scheme Principal Service Provider :

Integration fee: Rs 50 Lakhs

Annual maintenance charges will be as indicated below:

S.No		AMC	
		Slab approved for RSPs	Annual Maintenance Charges (AMC)
1.	<ul style="list-style-type: none"> AMC charges are @ Rs. 5 Lakhs per 1000 RSPs or part thereof. 	Up to 1000	Rs. 5 Lakhs
2.		1001 to 2000	Rs. 10 Lakhs
3.		2001 to 3000	Rs. 15 Lakhs
4.		3001 to 4000	Rs. 20 Lakhs
5.		4001 to 5000	Rs. 25 Lakhs
6.		5001 to 6000	Rs. 30 Lakhs
7.		6000 to 7000	Rs. 35 Lakhs
8.		7000 to 8000	Rs. 40 Lakhs
9.		8000 to 9000	Rs. 45 Lakhs
10.		9000 to 10000	Rs. 50 Lakhs

Other Recommendations w.r.t. B2B scheme:

S.No.	
1.	No geographical restriction on RSP
2	Maximum numbers of 10,000 RSP
3	Firms with less than 10,000 RSP can add or replace RSP within the limit of 10,000 Each replacement will be charged @ Rs.1000.
4	Existing PSPs which have paid only Rs. 20 lakh integration fee will be allowed additional RSP beyond 1000 and upto 10,000 on payment of non refundable difference of integration fee Rs.30 lakhs (Rs.50 lakh-Rs.20 lakh).
5	PSPs which are registered but did not renew after introduction of new Annual Maintenance charges w.e.f. 5.6.2012 and their services were suspended due to non-payment of renewal charges, can renew by paying AMC and intervening period will be treated as dies non. Such applications for restoration of service can be made within 3 months of approval of policy. Firms, whose agreement expired before 5-6-2012, will not be considered for renewal.
6	PSPs which are registered but did not renew after introduction of new renewal charges w.e.f. 5.6.2012 and their services were temporarily continued in view of ongoing review without payment of renewal charges, will be required to deposit proportionate outstanding renewal charges @Rs.25 lakh per annum till revised policy comes into force..
7	Since, new slab structure for renewal is being introduced, it is essential to prevent sharing of IDs by PSP/RSP. Hence, Digital certificate and machine ID of RSP will be mandatory to be registered.
8	Proportionate AMC will be applicable @Rs.25 lakh per annum till revised policy comes into force. Thereafter, AMC at newly approved fee will be charged

3. B2C scheme Principal Service Providers (PSPs)
Please Refer New B2C Policy,2018, at page No.8

III Eligibility criterion for becoming Principal Service Providers

S.NO.	Scheme	
1.	Internet Café	<ul style="list-style-type: none"> • Reputed proprietary firm/Company/Partnership firm •Internet Café chain. •At least 250 centre •Technical Infrastructure •Balance Sheet and Income Tax Return of two years.
2.	B2B	<ul style="list-style-type: none"> • Reputed proprietary firm/Company/Partnership firm • At least 500 outlets. • Balance Sheet and Income Tax Return of two years. • Rs. 5 crore turn over for previous year.
3.	B2C	Please Refer New B2C Policy,2018, at page No.8

IV Review of Penalty structure:

For irregularities, if committed by PSPs/RSPs, following action will be taken as:

The existing Rules & Regulations and Penalty provisions with following modifications will be applicable :

As per clause 3.7 (B2B) and 4.5 (Internet café) agreement(s) which *inter alia* provides that "the second party (PSP) shall be equally liable for all civil and criminal liabilities of their sub-agent(RSP). If at any stage the sub-agent(RSP) of the Second Party (PSP) indulges in any fraudulent activity like (but not restricted to) collection of excess charges, alteration of fares on the tickets, issue of duplicate ticket etc. Then the second Party (PSP) shall also be liable for such activity of their sub agents(RSPs) and IRCTC shall be free to take any action under civil and criminal law." The said clause will be applicable if the mandates are not followed by the Principal agent (PSP) or sub-agent(RSP), and following punitive action will be taken by also invoking the clause 9 (B2B) and 10 (Internet café) of agreement(s):

i) Irregularities Committed by PSPs

S.No.	Nature of Irregularities	Rule
Major Irregularities		
1.	Software Tampering : Any activity restricted	<ol style="list-style-type: none"> 1. Rs.25 lakh penalty and suspension for three months and 2. Cases involving cyber act violations will be reported to

	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 (8.00AM to 12.00AM) , use of technology for gaining unfair advantage in Ticket booking Technical problems (making changes without proper testing etc),	Cyber Crime Police as well as RPF.
2.	Un-authorized access - Sharing of access credentials to web services, Unauthorized Sale of Agency, etc.,.	<ol style="list-style-type: none"> 1. A penalty of Rs.20,000/- per complaint will be imposed and 2. The RSP ID of such outlet will be permanently deactivated and Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF
3.	Point of sale fraud - complaints of overcharging, non-payment of refunds like TDR refund claims, non-refund of cancellation amount, charging of cancellation charges etc.	<ol style="list-style-type: none"> 1.A penalty of Rs.20,000/- per complaint will be imposed and 2.A penalty of double the amount of such overcharging/non-payment will be imposed and 3.The RSPID of such outlet will be permanently deactivated 4.Case will also be referred to RPF if found indulged in touting activity using personal ID.
4.	Non compliance of Booking/cancellation mandates -For other fraudulent activities such as faking as a normal user and booking on website using multiple user IDs, Manipulation of ERS, sale of I tickets, Booking of benami tickets, Transfer or resale of tickets, blocking accommodation giving fictitious names, cancellation of ticket	<ol style="list-style-type: none"> 1.A penalty of Rs.20,000/- per complaint will be imposed and 2.The RSPID of such outlet will be permanently deactivated 3.Case will also be referred to RPF if found indulged in touting activity using personal ID

	without the knowledge of customer, Non filing of TDR on request of Customer.	
Minor Irregularities		
1.	<p>Non compliance of other mandates -Any agent 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 etc.,</p> <p>In the case “Address Mis-match” of the agent</p> <p>Any advertisement in print or press media without prior permission from IRCTC in writing. Misuse of IRCTC LOGO without prior permission from IRCTC</p>	A penalty of upto Rs.5,000/- per complaint and in the first instance RSP will be given a warning and in the second instance sub agent ID will be permanently deactivated
2..	If any of the RSPs found not booking tickets (non-transacting agents) for six months after registration	IRCTC will deactivate such Sub user ID permanently with the consent of the Principal Agent
3.	<p>If PAN No is not provided by any existing PSP or RSP within the stipulated time.</p> <p>If verified details like address, PAN No. along with ID proof is not provided by New PSP or RSP</p>	<p>Such RSP agency will be disabled till such time the PAN No. is provided to IRCTC.</p> <p>Registration will not be processed.</p>
4.	Other provisions	If complaints are received and proved against 5 different RSPs of PSPs in 01 month then a show cause notice will be issued.

		<ul style="list-style-type: none"> • If between 6-10 complaints are received and proved against different RSPs of PSPs in 01 month then a PSP will be deactivated for 01 month. • If between 11-15 complaints are received and proved against different RSPs of a PSP in 01 months then a PSP will be deactivated for 03 month. If two such incidences are reported, the PSP will be permanently deactivated. • If more than 20 complaints are received and proved against different RSPs of a PSP in 01 month then the services of the PSP will be terminated 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>
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ii) Irregularities Committed by RSPs

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.

NOTE:

1. In all the above cases, 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 else services will be suspended till such time the penalty amount is deposited
2. 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 PSP will be disabled till such time the amount is received in IRCTC.
3. The above are general guidelines and the actions prescribed above are minimum. 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 line with the provisions of the Agreement.
4. Any other complaint received against RSP/PSP in violation of IRCTC/RAILWAY rules and regulations – action will be initiated as per the decision of the competent authority case by case.

Rules and Regulations:

1. 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.
2. Agreement will be valid for 3 years. AMC will be payable every year in advance.
3. To encourage PSPs to improve their performance, IRCTC may award annually to the best performing PSPs.
4. PSPs will have to conduct decoy checks on 1% of its RSPs every month. Penalty of Rs.5000/- multiplied by shortfall of decoy checks in a month will be imposed on PSPs.
5. IRCTC will also conduct decoy checks.
6. 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.
7. For false TDR claim, permanent deactivation of RSP ID will be done.

Policy for B2C Principal Service Providers (B2C PSPs) for Providing IRCTC Reserved Rail e-Ticketing Services to the Customer, 2018



Indian Railway Catering and Tourism Corporation
Internet Ticketing Centre

INTRODUCTION

E-ticketing through IRCTC has revolutionized the way the common man deals with the railways and has been biggest success story of e-governance in India by also providing e-ticketing Services to various Online Travel Agents as well as other e-Commerce firms for booking Reserved Rail e-Tickets to customers through respective Websites/Mobile Apps.

Taking into consideration the concerns of IRCTC as well as those of B2C PSPs (existing as well as prospective), IRCTC has now revised the B2C Policy to create level playing and win – win condition to both IRCTC and B2C PSPs and also to bring parity among B2C PSPs.

Norms for B2C Scheme for IRCTC Reserved Rail e-ticketing Services

Interested/willing Firms will be appointed for Reserved Rail e-Ticketing Services subject to fulfilment of the following terms and conditions:

I. **Definitions:**

1. **‘B2C Scheme’** means the Scheme in which Firms/Organisations are registered with IRCTC for providing Reserved Rail e-ticketing services to customers through their respective Website and/or Mobile App.
2. **‘Principal Service Provider (PSP)’** means firm registered with IRCTC for providing Reserved Rail e-ticketing service to customer.
3. **‘Integration Charges’** means charges levied on the **PSP** for registration and integration of IRCTC Reserved Rail e-ticketing service.
4. **‘Annual Maintenance Charges (AMC)’** means Charges levied on the **PSP** in advance at the time of renewal of e-ticketing services every year.
5. **‘Payment Gateway Charges’** means the charges levied on the customer by Service Provider for every transaction undertaken by the Customer for purchasing of IRCTC’s e-tickets.
6. **‘Agent Service Charges’** means the charges collected by the Service Provider from the customer for booking e-ticket per PNR basis irrespective of no. of passengers.
7. **‘RDS’** means Rolling Deposit System wherein Rolling Deposit Accounts (RDS Account) are created in IRCTC ticketing system in the name of PSP for depositing amounts in advance by PSP to book IRCTC reserved rail e-tickets, as per requirement.

Interested/willing Firms will be appointed for Reserved Rail e-Ticketing Services subject to fulfilment of the following terms and conditions:

II. **Name of the Scheme: New B2C Scheme**

III. **Name of the policy: “Policy for B2C Principal Service Providers (B2C PSPs) for Providing IRCTC Reserved Rail e-Ticketing Services to the Customer, 2018 “**

IV. **Name of the Service Provider: “B2C Principal Service Provider (B2CPSP)**

V. **Fee Structure:**

S.No.	Name of Technology	Fee Structure	
		Integration	Minimum Annual Maintenance

	Platform	Charges	Charges
a)	Bouquet of all the schemes mentioned below (S.No.b & c below)	Rs.25 Lakhs + Taxes (One time Non refundable)	Rs.12.5 Lakhs + Taxes
b)	Website (Desktop) & Small screen Mobile Browser Website Technology	Rs. 20 Lakhs (One time Non refundable)	Rs.10 Lakhs + Taxes
c)	Mobile Applications Internet Based Solutions	Rs.10 Lakhs + Taxes (One time Non refundable)	Rs.5 Lakhs + Taxes

1. Integration Charges (IC):

a) PSP shall make payment of one-time non-refundable Integration Charges as per the opted Technology Platform, at the time of registration with IRCTC for providing Reserved Rail E-ticketing Service.

b) **Integration Charges already collected from the existing B2C PSPs will not be refunded as the same has been consumed with the Integration of e-ticketing service.**

2. **Annual Maintenance Charges (AMC):** PSP shall pay Annual Maintenance Charges in advance as under:

a) IRCTC shall collect AMC @ Rs.12/- + Taxes per ticket from the PSP at the time of booking from its RDS Account.

b) IRCTC shall raise monthly invoice for the amount so collected from the RDS Account in the following month.

c) If the AMC collected @ Rs.12/- per ticket + Taxes during the year falls less than the minimum AMC + Tax as per the opted Technology Platform, the difference amount shall be recovered from the RDS Account of B2C PSP at the time of renewal of service after prior intimation to the PSP.

d) IRCTC shall raise the invoice for the differential amount so collected from the RDS Account.

e) If the RDS balance is less than the differential amount, then the services will be suspended till the same is paid by the PSP.

f) **AMC for existing B2C PSPs will be applicable as per the New B2C Policy w.e.f. from the date of renewal of service.**

3. Security Deposit (SD):

a. PSP shall pay Rs. 10 Lakhs (Refundable) as Security Deposit (SD). Payment of Security Deposit shall be made along with the Integration Charges at the time of registration of PSP.

b. **The existing B2C PSPs shall pay the Security Deposit as per the New B2C Policy at the time of renewal of service.**

c. SD shall be refunded if PSP voluntarily withdraws from e-ticketing service after adjusting IRCTC dues, if any, like AMC, refund to customers, penalties, etc.

d. 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 B2C PSP Policy & Agreement.

e. No interest shall be payable on Security Deposit amount.

VI. Eligibility Criteria for PSP

1. PSP Should be a registered Private, Proprietorship, Partnership Or Limited Liability Partnership (LLP) firm. (Supporting document should be submitted)
2. PSP should have Rs. 5 Crore Turn Over in the previous year PSP should submit a certificate issued by Chartered Accountant to this effect. This requirement is applicable for Bouquet of all the schemes and Website Integration only.
3. PSP should submit copies of previous 2 years Balance Sheet and Income Tax Return (Self attested)
4. PSP should also submit the background of the firm indicating the Technical Expertise along with the Proposal.

VII. Terms and Conditions for B2C Scheme:

- i. **Renewal of Service:** The initial Contract/Agreement for appointment of PSP shall be of 3 (Three) years. Service of the PSP will be renewed annually.
 - a) The extension/renewal of agreement will be considered for another term as per the discretion of the competent authority.
 - b) Request for renewal of service every year should be made by PSP at least 15 days before the date of expiry of the service.
 - c) In case the renewal of service is not approved by Competent Authority, the services will be suspended.
 - ii. **Agent Service Charges:** PSP is allowed to levy on customer Rs. 20 for Non-AC classes and Rs.40 for AC classes per ticket irrespective of No. of Passengers, subject to changes as per the instructions of Ministry of Railways issued from time to time. The above Charges are inclusive of applicable Tax.
 - iii. **Rolling Deposit System:**
Rolling Deposit System (RDS) is mandatory for PSP under this scheme. The Procedure for RDS is attached as **Annexure 'I'**
 - a) A Rolling Deposit Account shall be maintained by IRCTC for each PSP through which e-ticket booking shall be carried by the PSP.
 - b) Ticket booking amount and AMC per ticket + Tax shall be deducted from the PSP's RDS account on successful booking of rail tickets. PSP shall maintain a minimum balance of Rs. 1 lakh in their respective RDS Account.
 - c) Booking shall not be permitted, if balance in RDS touches the minimum limit of Rs. 1 lakh unless it is topped up again.
 - d) RDS account can be topped up with minimum amount of Rs. 2 lakhs and above in multiples of Rs. 1 lakh as and when required by PSP
- VIII. **Payment System:** B2C PSPs should have their own payment system for collecting the ticket amount from the customers, by integration with banks or other payment modes. Payment Gateway Charges collected from the customers shall be governed by RBI guidelines issued from time to time.

IX. Enquiry API Consumption Charges (EACC):

1. Look to Book Ratio of 1:100 is permitted for every ticket booked and enquiries made. **IRCTC** shall collect @ Rs.0.25 + Tax for every enquiry above Look to Book Ratio (LBR) of 1:100, on daily basis from the respective RDS account of the PSP at the end of every day. **These charges will be in addition to all the above Charges.** IRCTC shall raise monthly invoice for the amount so collected from the RDS Account. Applicable Taxes are payable extra.

2. If the RDS balance is less than the EACC amount, then the service will be suspended till the same is paid by the PSP or RDS Account is recouped to an adequate balance.
3. **EACC will be applicable to all the existing B2C PSPs also from the date of enforcement of the revised B2C Policy.**
4. **EACC shall be applicable to Government Organisations also.**

X. **Promotional Activities:** Promotional Activities like **Advertisements/ Marketing/Cash back Offers/Offer clubbing with Third Party Products, Services etc./Cross Selling** will be allowed to PSP on rail pages of PSP's Website and/or Mobile App as per the opted Technology Platform. The cash back offer on e-ticket booking in print / digital media, digital / electronic publication will be considered as promotional activity.

1. PSP shall make a request to IRCTC for availing this feature as per its choice/requirement.
2. PSP shall run the opted feature only after prior approval of IRCTC.
3. The contents of Creatives /Advertisements/ Publications/Promotions/ Marketing Offers/Cross selling/ Offers clubbing with Third Party Products/Services, clashing with the IRCTC interest, will be summarily rejected.
4. It is the responsibility of the PSP to take the prior approvals of the contents of Advertisements/Publications/Promotions/ Marketing Offers/ Cash back Offers/ Offers clubbing with Third Party Products/Services/ Cross Selling. But still, if any complaint arises due to content of the advertisement then the PSP should ensure that the same to be responded and to be rectified/resolved as soon as possible.
5. The Promotional **Activity Charges (PAC)** as per the option of PSP shall be as under:.

#	Promotional Activity Category	Promotional Activity Charges (Exclusive of Taxes)
a)	Display of Advertisements of PSP or Third Party Products/Services	@ Rs.5/- + Tax per ticket
b)	Cash back Offers/ Offers clubbing with Third Party Products/Services	@ Rs.15/- + Tax per ticket
c)	Cross Selling with other Products/Services	@ Rs.25/- + Tax per ticket
d)	For running all the above (1, 2 & 3) Promotional Activities	@ Rs.40/- + Tax per ticket

6. Applicable Taxes are payable extra.
7. IRCTC shall collect the PAC from RDS account of PSP on daily basis and raise monthly invoice for the amount so collected.
8. If the RDS balance is less than the PAC amount, then the service will be suspended till the same is paid by the PSP.

9. PAC will be applicable to all existing B2C PSPs from the date of enforcement of the revised B2C Policy.
10. PAC shall be applicable to Government Organisations also.
11. If any Promotional Activity is run by B2C PSP without approval of IRCTC, then penalty of Rs.1 Lakh + Taxes and double the PAC charges for that particular category multiplied by No. of tickets booked on that day will be imposed on such B2C PSP.

XI. General Instructions:

1. Approval of IRCTC Competent Authority is accorded for registration as IRCTC B2C Principal Service Provider (B2CPSP) subject to fulfillment of the eligibility criteria and acceptance of the terms and conditions of the Policy.
2. The Agreement shall be valid for a period of 3 years and further extension/renewal of the agreement shall be considered at the discretion of IRCTC Competent Authority.
3. Services will be renewed on yearly basis subject to no pending dues/penalty.
4. Anytime IRCTC technical team/External Agency nominated by IRCTC can 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.
5. IRCTC's logo should not be used in any form (Print/Media/Stationery/Advertisements etc.) unless mutually agreed with IRCTC.
6. **Repeated non-compliance of IRCTC instructions by PSP may lead to suspension of services.**
7. **The PSP shall be governed by extant Rules & Regulations attached as Annexure 'II'.**
8. **Taxes:** Taxes are excluded in the above commercials. Applicable Taxes (Any other Applicable Tax) will be payable extra.
9. **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.
10. **Penalty Provisions:** PSP shall be governed by the Rules and Regulations (Annexure II)/terms and conditions of the Agreement and penalty provisions as stipulated therein.
11. **IRCTC reserves the right to recover any pending dues (AMC/EACC/PAC, or any other applicable charges) from the concerned RDS Account and/or the Security Deposit.**
12. **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 and AMC and / or any other non refundable charges shall not be returned being consumed for such purpose
13. **Indemnity:** PSP 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.
14. **Arbitration:** The dispute if any shall be resolved through arbitration by way of appointment of sole arbitrator by CMD IRCTC.

15. **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.
16. **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.

Procedure order for Automated E-Rolling Deposit System

Definitions:

- i. **'RDS'** means Rolling Deposit System wherein Rolling Deposit Accounts (RDS Account) are created in IRCTC ticketing system in the name of Principal Service Providers/Direct Agents(RTSA/IATA/TAAI/TAFI/TAAI/ ADTOI) and Payment Providers (Prepaid Payment Providers/Multiple Payment Providers /UPI Payment Providers) for depositing amounts in advance to book rail e-tickets through IRCTC Website/Mobile App or for other IRCTC applications also as per requirement.
- ii. **'RDS Account Holders'** means Principal Service Providers/Direct Agents (RTSA/IATA/TAAI/TAFI/TAAI/ADTOI) and Payment Providers (Prepaid Payment Providers/Multiple Payment Providers/UPI Payment Providers) registered with IRCTC for rail e-ticketing services through IRCTC Website/Mobile App or for other IRCTC applications also as per requirement.
- iii. **'RDS Account'** means is the account created for each Principal Service Providers/Direct Agents(RTSA/IATA/TAAI/TAFI/TAAI/ ADTOI) and Payment Providers (Prepaid Payment Providers/Multiple Payment Providers /UPI Payment Providers) by IRCTC to book rail e-tickets through IRCTC Website/Mobile App or for other IRCTC applications also as per requirement.
- iv. **'RDS Amount'** means the amount deposited by RDS Account Holder to recharge the respective RDS account for booking e-tickets.
- v. **'Beneficiary Bank'** means specific banks with IRCTC Accounts used for deposit of RDS amount by RDS Account Holders.
- vi. **'Virtual Account'** means an unique account number generated by Beneficiary Bank for each RDS Account Holder.
- vii. **'Remitting Bank'** means Beneficiary Bank with IRCTC Account to which RDS amount is deposited by RDS Account Holders
- viii. **'IRCTC-E- Rolling Deposit Account'** means the name of the IRCTC Account used for deposit of RDS amount.
- ix. **'Remitter Bank'** means the Bank of RDS Account Holder from which RDS amount is transferred to IRCTC Account.
- x. **'Remitter Name'** means Name of RDS Account Holder.
- xi. **'Remitter Account No.'** means Account no. of RDS Account Holder from which the RDS amount is transferred to Remitting Bank.
- xii. **'Master User'** means RDS Account Holder.

Procedure for Automated Rolling Deposit System

1. "IRCTC-E- Rolling Deposit Account" with Internet Banking, viewing & auto-confirmation facility opened with ICICI/HDFC Bank or any other approved Bank shall be operated for automated RDS recharge of the IRCTC RDS Account Holders (Principal Service Providers/Direct Agents(RTSA/IATA/TAAI/TAFI/ TAAI/ADTOI) or Payment Providers) for rail e-ticketing through IRCTC Website/ Mobile App. The same can be used for other IRCTC applications also as per requirement.
2. Internet banking viewing facility will be given to authorized signatories to the bank account such as CMD, DTM, DF, GGM (F), GGM (IT), JGM (F) and AM (Fin)/Manager (Fin). In addition

to this the Internet Banking viewing facility would be given to authorize nominated staff of Finance Department also.

3. First time Deposit will be minimum of Rs. 2 Lakhs and the minimum balance in the deposit account should be Rs. 1 Lakh. When the minimum balance in the deposit account reaches the prescribed minimum level of Rs.1 lakh the booking through the deposit account will be stopped.
4. Amount should be deposited preferably in multiples of Rs. 1 Lakh.
5. Deposit from the RDS Account Holders will be made through RTGS/NEFT/FT/IMPS or any other mode of online payment in favour of IRCTC E-Rolling Deposit Account only.
6. After depositing the amount and on receipt of confirmation from their respective bank, RDS Account Holders shall provide RDS recharge details for real-time confirmation through their respective Admin Interface provided by IRCTC.
7. The request with above details shall be forwarded by IRCTC to the Beneficiary Bank through secured automated system for confirmation of the amount deposited by RDS Account Holder.
8. In response, the Beneficiary Bank shall confirm the amount with required details.
9. Once the confirmation is received at IRCTC end, the amount will be updated in the RDS account of concerned RDS Account Holder maintained with IRCTC.
(Clause 7 to 10 are done through Secured automated process without any manual intervention)
10. No interest will accrue in the deposit account.
11. The amount deposited with IRCTC would be used only for purchase of Railway Tickets (Reserved/Unreserved) through IRCTC/Indian Railways or for other IRCTC applications also as per requirement. This can also be used for recovery of IRCTC charges, if not otherwise paid.
12. Banks may levy transaction charges on the online deposits made to this E-Rolling Deposit Account as per existing banks rules. IRCTC will not bear any such charges on this account.
13. Payments made through credit cards will not be accepted.
14. All the booking amount shall be debited from RDS account of a particular RDS Account Holder. Similarly, all the refunds due to cancellations/TDR Claims or failed transactions shall be credited to the RDS account of concerned RDS Account Holder.
15. At the end of the month a statement on each RDS Account Holder's RDS account would be generated by operations department and a copy of the same will be given to Finance Department for recording bookings, refunds and reconciliations etc. as may be required for accounting purposes.
 - 15 (a) At the end of the day a report will be provided by the concerned banks to IRCTC/Finance in a mutually agreed format.
16. If any RDS Account Holder wishes to terminate/close the Rolling Deposit account he/she may terminate his/her RDS account by giving one month notice in writing.
17. In case of termination of RDS facility, the amount in RDS account will be returned to the RDS Account Holder by way of cheque or online transfer after realizing all the dues of IRCTC.

18. Wherever the RDS account is closed/terminated prior to a period of six months from the date of opening of the RDS account, an administrative charge of Rs.10,000/- would be deducted from the balance available in the concerned RDS account .
19. Transaction Password will be generated by IRCTC at the time of creating RDS Account
20. Transaction Password shall be used by the RDS Account Holder to debit the RDS Account i.e. for booking of tickets via RDS account.
21. Secrecy of Transaction password shall be the responsibility of the RDS Account Holder
22. The Master user will have the option to change the password. Password given by IRCTC shall be changed by the RDS Account Holder immediately on receipt of mail. In case password is not changed. IRCTC, will not own any responsibility of the after effects.
23. The above procedure has been devised, keeping in view all internal checks and control required for audit purposes.

Annexure 'II'**RULES AND REGULATIONS FOR B2C SCHEME****Dos for the PSP*****Mandates for Booking/ Cancellation of Tickets***

1. Tickets should be booked by the customer only through the PSP's Website and or Mobile App.
2. The ERS issued by all the PSPs should be strictly in the format prescribed by IRCTC. ERS issued by the PSP should contain the name of the PSP.
3. PSP shall issue a receipt for money collected for **Agent's Service Charges** (inclusive of applicable taxes). The Tax as applicable included in the Agents Service Charges should be shown separately in the receipt.
4. Agent Service Charges of PSP includes booking as well as cancellation transactions. No Additional Service Charges shall be collected by the PSP for Cancellation transactions.
5. Restriction on no. of tickets per user id per month will be as per the instructions issued by IRCTC/Indian Railways from time to time and the same should be adhered to..

Mandates for Filing TDR/Refund

1. It is mandatory for the PSP to obtain a request for TDR claim from the customers (through electronic or digital mode) before TDR cases are filed with the Railways.
2. If cash cards are used, it is pertinent to retain the exhausted cards for refunds, if any.
3. PSP should refund the cancellation amount/TDR refund to the customer within 3 working days from the date the refund amount is transferred by IRCTC to the RDS Account of PSP and the date of cancellation/refund reports made available on PSP Interface, whichever is later.
4. PSP should make aware its refund process to the customer .
5. Whenever the cancellation ticket amount / the TDR refund amount which is credited back in the PSP RDS account, used for ticket booking, could not be refunded to the customer due to various reasons, then such refund amount must be returned to IRCTC. .
6. PSP should send regular reminder to tdrprocess@irctc.co.in for checking the TDR refund status. The same shall be provided online in web interface.
7. Along with the refund, the refund details must be provided to the customer during cancellation.

8. Railway Refund Rules should be displayed on PSP 's Website/Mobile App for the information of the customer

Other Mandates

1. PSP should ensure complete sharing of information & full cooperation with IRCTC.
2. All mails / references made by IRCTC should be replied back within (3) days.
3. Request for Renewal to be made at least 15 days before the date of expiry of the contract

Dont's for the PSP

1. No Promotional Activities in any form whether in print or press or electronic or digital media are to be run by PSP without prior permission from IRCTC, except under the terms and conditions of B2C policy
2. Collection of extra charges in any form whether for cancellation of the ticket or checking the availability status from the customers is forbidden.
3. Sharing of access credentials to web services is strictly prohibited. ***Punitive action will be initiated as mentioned in the Annexure 'A'.***
4. Popularizing the organizations name as authorized Railway Agents is strictly prohibited. The PSP are "IRCTC authorized E- Ticketing agents".
5. IRCTC's logo should not be used in Visiting Cards, Letterheads, and Pamphlets or in any other forms unless approved by IRCTC.
6. Session management by the PSP should be taken care of.
7. ***Modification/Alteration/Tampering of*** the Electronic Reservation Slip (ERS) is strictly prohibited. ERS should be strictly in the format provided by IRCTC or approved by IRCTC. ***Punitive action, for failure to comply, will be initiated as mentioned in the Annexure 'A'.***
8. ***Software Tampering*** is strictly prohibited. Any activity restricted by IRCTC like unauthorized branding, White Labelling with any Third Party, 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 (8.00 hrs. to 12.00 hrs) , use of technology for gaining unfair advantage in Ticket booking, Technical problems (making changes without proper testing etc) etc.,. ***Punitive action, for failure to comply, will be initiated as mentioned in the Annexure 'A'.***
9. Cancellation of the tickets without the knowledge and request of the customer is strictly prohibited. Non compliance will result in penalty as mentioned in Annexure 'A'

NOTE: All fraudulent activities like Overcharging, Non refund of cancellation/TDR Claim amount within the prescribed time limit will be dealt strictly. (Punitive action will be initiated as mentioned in the Annexure ‘A’).

ANNEXURE ‘A’

As per clause 4.7 of agreement which *inter alia* provides that “The refunds will have to be credited back to the account used for online booking as per the existing IRCTC cancellation policy. The second party will be responsible for refunds to customers. In case of proved misconduct in this regard or other non-compliance with the terms & conditions of the agreement and Rules and Regulations, IRCTC shall be free to impose penalty up to Rs.50,000/- (Rupees Fifty Thousand Only) and/or terminate the agreement/authorisation for online ticketing at its sole discretion. In addition to any other action that IRCTC may deem fit, the penalty provisions will be as under:

i) Irregularities Committed by PSPs

S.No.	Nature of Irregularities	Penalty Provision
Major Irregularities		
1.	Software Tampering : 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 (8.00 AM to 12.00AM) , use of technology for gaining unfair advantage in Ticket booking Technical problems (making changes without proper testing etc).	1. A penalty of Rs.10 lakhs + Taxes will be imposed in the first instance. 2. A penalty of Rs.10 lakhs + Taxes and suspension of services for three months will be imposed in the second instance 3. A penalty of Rs.10 lakhs + Taxes and permanent deactivation of services will be imposed in the third instance . 4. Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF.
2.	Un-authorized access – Sharing of access credentials to web services, White Labelling IRCTC e-Ticketing Service with any Third Party etc.	1. A penalty of Rs.10 Lakhs + Taxes per complaint will be imposed. 2. Cases involving cyber act violations will be reported to Cyber Crime Police as well as RPF.
3.	Point of sale fraud – complaints of overcharging, non-payment of refunds like TDR refund claims, non-refund of cancellation amount (within the prescribed time limit), charging of cancellation charges etc.	1. A penalty of Rs.50,000/- + Taxes per complaint will be imposed and 2. A penalty of double the amount of such overcharging/non-payment will be imposed.
4.	Non compliance of Booking/cancellation mandates - such as cancellation of ticket without the knowledge of customer, Non filing of TDR on request of Customer.	1. A penalty of Rs.50,000/- + Taxes per complaint will be imposed .

5.	Modification/Alteration/Tampering of the Electronic Reservation Slip (ERS) in deviation to the IRCTC prescribed format..	1. A penalty of Rs.50,000/- + Taxes per complaint will be imposed .
6.	Promotional Activity run without approval of IRCTC.	A penalty of Rs.1 Lakh + Taxes and double the total ticket amount of previous month + Taxes will be imposed.

NOTE:

1. In all the above cases, once the irregularity is established, a show cause notice will be issued giving 5 days time to reply. 5 days time is awarded for payment of penalty.
2. If penalty imposed is not received within the stipulated period the same will be debited from RDS account of the PSP or if balance is less than the penalty amount in the RDS Account of the PSP, services will be suspended till such time the amount is received by IRCTC
3. The above are general guidelines and the actions prescribed above are minimum. The competent Authority can however, take appropriate higher action against the erring PSP if deemed necessary including termination in the first or any instance in line with the provisions of the Agreement.
4. Any other complaint received against PSP in violation of IRCTC/RAILWAYS rules and regulations – action will be initiated as per the decision of the competent authority case by case.
