

Policy for Card Acquiring/Payment Gateway Integration (PG) on IRCTC e-ticketing Website and Mobile App-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 have & now introducing Card Acquiring/Payment Gateway integration on its Website by the interested Banks and Payment Gateway Providers. The Main benefits of such payment integrations are as under:

1. User can book train ticket by paying from any of his Debit/Credit Card.

2. Various Payment Gateways will be available to customers to book Railway Tickets where, Customer can book train ticket using any of his Debit/Credit Card.

Norms for Integration of Payment Gateway (PG) on IRCTC e-ticketing platform (Website and App).

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

- I. Name of the Policy:** Policy for integration of “**Card Acquiring /Payment Gateway**” for IRCTC e-ticketing platform.

- II. Eligibility Criteria:**
 - a) Payment Provider, Bank – Banks (Existing, already integrated and New coming Banks providing facility for acquiring Debit/Credit Cards of Rupay/Visa/MasterCard etc. network).

 - b) All the existing/new coming Bank/Payment Providers providing mVisa with Scan & Pay and/or Visa Checkout, on IRCTC NGET ticketing platform for booking of rail e-tickets will be governed by “Policy for Card Acquiring/Payment Gateway Integration on IRCTC e-ticketing website and mobile App”.

 - c) All the existing /new coming Bank /Payment Providers providing Payment Gateway for International Cards (Issued outside India), on IRCTC NGET ticketing platform for booking of rail e-tickets will be governed by “Policy for Card Acquiring/Payment Gateway Integration on IRCTC e-ticketing website and mobile App”.

 - d) All the existing Payment Gateway providers will have to confirm to IRCTC within 30days from the date of communication for opting into the proposed Payment Gateway integration mode, after the approval/finalization of this policy and those who are not interested to continue as per the new Payment Gateway policy then, such Banks/Payment Gateway providers will be made offline for IRCTC transactions.

III. Integration Charges (IC):

- a) Onetime Payment of ₹30 Lakhs + Service Tax (Non-refundable) as Integration Charges each for integration on IRCTC website and Mobile app.
- b) Bank/Payment Gateway Providers already integrated on IRCTC website shall be exempted from payment of Integration charges.

IV. Security Deposit (SD):

- a) Payment Gateway Provider shall pay ₹10 Lakhs (Refundable) as Security Deposit (SD) each for website and Mobile App. 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. in case association between IRCTC and Payment Gateway provider discontinues.
- 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 Payment Gateway services or violation of terms and conditions of this Policy.
- c) Bank/Payment Gateway 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 Card Acquisition/Payment Gateway integration, as mentioned in clause II. d) of this policy.

- V. Intermittent Charges:** ₹5lakhs + Service Tax (Non-refundable) payable whenever changes due to Payment Gateway option are required to be carried out on IRCTC mobile app, leading to updates on IRCTC mobile app on respective stores (Play store/Windows/Apple Store etc.) (not applicable for website).

VI. 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/Payment Gateway Provider for each successful transaction will be shared with IRCTC called as under:

- a) 30 % of PG charges, charged by Bank subject to average monthly minimum PMC of ₹5/- per transaction + Service Tax, for all Debit/Credit Cards (Domestic Cards), mVisa and Visa Checkout transactions.
- b) ₹5/- per transaction + Service Tax for all International Cards (Issued Outside India).

- c) In case Bank/Payment Gateway Provider 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.
- d) Payment Gateway Maintenance charges shall be paid by the Bank/Payment Gateway 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/Payment Gateway 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 Payment Gateway Provider. However, Original copy of the Invoice may be collected at the below mentioned address.
- e) If, monthly Payment Gateway Maintenance Charges is not paid by the Payment Gateway Provider within the above prescribed time line and if Payment Gateway 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.
- f) The PMC paid by the Bank/Payment Gateway Provider 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/Payment Gateway Provider within 7 days from the date of communication sent by IRCTC else it will be recovered from their Rolling Deposit System (RDS) account.
- g) If, the balance in the RDS account is lower than the deficit annual PMC amount and the amount is not deposited by the Bank/Payment Gateway Provider within the prescribed time, the services will be made offline till the balance Payment Gateway Maintenance Charges is received from the Bank/Payment Gateway Provider.
- h) Calculation of annual Payment Gateway Maintenance Charges will be on Pro-rata basis for all the Banks/Payment Gateway Providers getting integrated with IRCTC from the date of launch of the Card Acquiring/Payment Gateway Service on IRCTC e-ticketing website.
- i) Invoices for all the successful transactions will be raised on mutually agreed terms with IRCTC.

Other Terms & Conditions:

VII. Rolling Deposit System (RDS):

In the Rolling Deposit System, the Payment Gateway 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 Bank/Payment Gateway Provider for booking of e-tickets for payment of e-ticketing charges.
- b) The Bank/Payment Gateway Provider shall in advance top up the virtual account at its own discretion in suitable intervals. Bank/Payment Gateway Provider 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/Payment Gateway Provider'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/Payment Gateway 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 Bank/Payment Gateway Provider.
- f) The Bank/Payment Gateway Provider will be enabled to a web portal for downloading of Transactions and Refund report. Same shall also be used by Bank/Payment Gateway Provider to upload Refund Confirmation report.
- g) If, at any point of time payment option of the Bank/Payment Gateway Provider 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 Gateway 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 Gateway 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 Gateway Provider.

VIII. Invoicing and Payment:

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

- IX. 3D Secure Verification:** All the transactions should be verified by 3D Secure mechanism (as applicable).
- X. Checks/Restrictions/Service availability:** All Checks/Restrictions as existing or as decided by IRCTC in future will be applicable.
- XI. Reconciliation and Refund/Chargeback:**
- a) Bank/Payment Gateway should follow Reconciliation and Refund process as the details shared & mutually agreed with IRCTC.
 - b) Payment Gateway Provider will be responsible for refunds to customer. In case the refund is not made to the customer within 5 working 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 Gateway 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 Gateway 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) Bank/Payment Gateway Provider should take complete responsibility of chargeback issues/cases/fraudulent Activities.
 - f) 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.
 - Time limit for sending supporting document at the first retrieval request stage should be fifteen (15) days from the receipt of request mail from the acquirer with relevant details (Merchant order no).
 - IRCTC will send all the supporting documents pertaining to retrieval requests through emails along with attachments in word format with file size restriction of up to 10 MB.

XII. 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:

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

- a) Bank/Payment Gateway Provider can give maximum cash back of ₹100 per ticket to the customer.
- b) Bank/Payment Gateway Provider 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/Payment Gateway Provider is interested in putting “Offers” text beside their payment option in payment page they should 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 and 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/Payment Gateway Provider and payment page. If, any Bank/Payment Gateway Provider is interested in putting an advertisement on their payment page then Bank/Payment Gateway Provider is required to pay IRCTC ₹ 20 lakhs plus taxes per year.
- f) The above commercials are in addition to the revenue shared by Bank/Payment Gateway Provider as Payment Gateway Maintenance Charges & Integration charges/Security Deposit/other applicable charges.
- g) IRCTC’s logo should not be used in any form unless mutually agreed with IRCTC.

XIV. 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 Bank/Payment Gateway Providers, post approval of the business proposal.

- XV. Indemnity:** Bank/Payment Gateway 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.
- XVI. Intellectual Property:** Except to the extent expressly stated otherwise, Bank/Payment Gateway Provider 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. Exit Clause:** The Bank/Payment Gateway Provider which has provided the acquisition of Debit/Credit 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.

- XXI.** 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.
- XXII. 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 - 110005**