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

Edition 2020

IRCTC

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 Platform**	**Fee Structure**	
		Integration Charges	**Minimum Annual Maintenance 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	Rs. 20 Lakhs (One time Non refundable)	Rs.10 Lakhs + Taxes

	Technology		
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 + Taxes 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. Security Deposit of Rs. 10 Lakhs shall be collected with immediate effect from all the existing PSPs by giving 15 days time for making the payment. In case, the same is not received within the stipulated time, the Security Deposit shall be recovered from the RDS account by intimating the PSP. If sufficient balance is not available in the RDS account, the services shall be suspended till the time Security Deposit is received.

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.

4. Integration Charges already collected from the existing B2C PSPs as per the previous Agent Policy, 2013, but, those PSPs who have not launched their e-ticketing services at the time of implementation of New B2C Policy,2018, will now have following options:

a. Option 1: If such B2C PSP opts for Option 1, then extant Clause V (1) to (3) mentioned above shall be applicable as it is.

b. Option 2: If such B2C PSP opts for Option 2, then the Integration Charges paid as per previous Agent Policy, 2013 (S.No.1) shall be adjusted as under:

S. No.	Name of Technology Platform	Fee Structure			
		Integration Charges paid as per previous Agent Policy, 2013.	Integration Charges already paid shall be adjusted as under as per New B2C Policy, 2018:		
			Integration Charges	Security Deposit	Minimum Annual Maintenance Charges (AMC)
a)	Bouquet of all the schemes mentioned below (S.No. b & c below)	Rs.50 Lakhs + Taxes (One time Non refundable)	Rs.25 Lakhs + Taxes (One time Non refundable)	Rs. 10 Lakhs	Balance Rs.15 Lakhs shall be adjusted as AMC @ Rs. 12/- + Taxes per ticket with minimum AMC limit of Rs.12.5 Lakhs + Taxes per year. Collection of AMC @ Rs.12/- + Taxes per ticket shall be applicable w.e.f the date of launch of e-ticketing services of the PSP.
b)	Website (Desktop) & Small screen Mobile Browser Website Technology	Rs. 40 Lakhs (One time Non refundable)	Rs.20 Lakhs + Taxes (One time Non refundable)	Rs. 10 Lakhs	Balance Rs.10 Lakhs shall be adjusted as AMC @ Rs. 12/- + Taxes per ticket with minimum AMC limit of Rs.10 Lakhs + Taxes per year. Collection of AMC @ Rs.12/- + Taxes per ticket shall be applicable w.e.f the date of launch of e-ticketing services of the PSP
c)	Mobile Applications Internet Based Solutions	Rs.20 Lakhs + Taxes (One time Non refundable)	Rs.10 Lakhs + Taxes	Rs. 10 Lakhs	Collection of AMC @ Rs.12/- + Taxes per ticket shall be applicable w.e.f the date of launch of e-ticketing services of the PSP with minimum AMC limit of Rs. 5 Lakhs + Taxes per year.

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:

1. **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.
2. **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.
3. **Rolling Deposit System:**
   Rolling Deposit System (RDS) is mandatory for PSP under this scheme. The complete Procedure for RDS is attached as **Annexure 'I'.** The basic terms of RDS are as under:
   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. **Collection of EACC.**

a) EACC shall be applicable from the date of enforcement of the revised B2C Policy, to all those existing B2C PSPs whose services have been started their e-ticketing services before implementation of new B2C Policy,2018.

b) For those existing B2C PSPs who have not started their e-ticketing service at the time of implementation of New B2C Policy,2018 and for all those prospective B2C PSPs to be integrated in future, collection of EACC shall be relaxed for a period of 6 (six) months from the date of launch of the e-ticketing services. EACC shall be applicable for such PSPs after completion of 6 (six) months from the date of launch of their e-ticketing services.

4. EACC shall be applicable to Government Organisations also.

X. Promotional Activities: Promotional Activities may be read as Promotional activities like advertisement / Marketing / cashback offers/ offers clubbing with third party products , services etc. / Cross selling will be allowed to PSP on rail pages of PSP website and /or Mobile App as per the opted technology platform. The cashback 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 (Revision in PAC is effective from 25.06.2019)**:

#	Promotional Activity Category	Promotional Activity Charges (Exclusive of Taxes)
a)	**Display of Advertisements of Products/Services of PSP or Products/Services of Third Party on rail pages**	**@ Rs.2/- + Tax per ticket**
b)	**Cash back Offers/ Offers clubbing with Products/Services of PSP or Products/Services of Third Party on rail pages or in print media /digital media, digital /electronic publications any where other than rail pages.**	**@ Rs.5/- + Tax per ticket**
c)	**Cross Selling with other Products/Services of PSP or Products/Services Third Party on rail pages or in any other print media /digital media, digital /electronic publications any where other than rail pages.**	**@ Rs.8/- + Tax per ticket**
d)	**For running all the above (a, b & c) Promotional Activities**	**@ Rs.10/- + 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 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.**

X.(A) Free Cancellation Service: Please refer to Addendum to B2C Policy at Page 8 hereunder.
X (B) Registration of Affiliates or Associates of B2C PSPs: Please refer to Addendum to B2C Policy at Page 8 hereunder.

XI. General Instructions:

1. Approval of IRCTC Competent Authority is accorded for registration as IRCTC B2C Principal Service Provider (B2CPSP) subject to fulfilment 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.

In partial modification of B2C Policy, Edition- 2019, the following Clauses will form addendum to B2C Policy for the period as mentioned herein.

X.(A) Free Cancellation Service: Free Cancellation Service will be permitted to B2C PSPs who are interested to run such service for reserved rail e-tickets on a revenue sharing model subject to the following terms and conditions:

1. Interested Principal Service Providers (PSPs) under B2C Scheme will be permitted to run "Free Cancellation Service" (FCS) for booking IRCTC reserved rail e-tickets by the customers through their respective Website and Mobile App.

2. PSP shall inform IRCTC, the period and customer terms and conditions for Free Cancellation Service (Or any other details as required) and will run the Free Cancellation Service on its platform only after prior approval of IRCTC

3. Pricing Logic for Free Cancellation Service Fee (FCSF) (The amount levied on the customer by PSP to avail Free Cancellation Service) will be built by the respective B2C PSPs only.

4. PSPs shall also provide a dashboard to IRCTC containing the transactions of bookings for which "Free Cancellation" option exercised by customer, No. of Passengers, Free Cancellation Service Fee collected, Tickets Cancelled and differential refund made, etc.

5. PSP shall pay Free Cancellation Operational Charge (FCOC) @ Rs. 5/- + Taxes per ticket to IRCTC on total reserved rail e-tickets booked on its Website/Mobile App for the period Free Cancellation Service is run by the PSP.

6. These Charges will be separate from all the other commercials mentioned in the B2C Policy.

7. IRCTC shall collect the FCOC 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 FCOC amount, then the service will be suspended till the same is paid by the PSP.

9. IRCTC will not have any role in the Free Cancellation Service provided by PSP and any issues/complaints pertaining to the offer/refunds due to Free Cancellation Service will be handled by the concerned PSP.

10. In case of any Claim/Court Case pertaining to refunds or otherwise due to Free Cancellation Service, PSP will indemnify IRCTC as well as Indian Railways, both, against all such Claims/Court Cases .

11. PSP will be responsible to contest the Claims/Court Cases pertaining to Free Cancellation Service and will ensure that IRCTC will not be made part to the case. If IRCTC incurs any expenses in this regard, the same will be recovered from PSP.

12. If Free Cancellation Service is run by B2C PSP without approval of IRCTC, then penalty of Rs.1 Lakh and double the Free Cancellation Operational charges (FCOC) multiplied by No. of tickets booked on that day will be imposed on such B2C PSP.

13. Pre Opt will not be kept for Free Cancellation Service. It will be optional only.

X (B) B2C PSP can provide its reserved rail e-ticketing service through the platform of Affiliate or Associate of B2C PSP and enable the customer to search for reserved rail ticketing information or to book rail e-tickets of concerned B2C PSP . The customer will be facilitated to search for reserved rail e-ticket information or to book rail e-tickets of B2C PSP through affiliate's platform of respective B2C PSP.

1. Definitions:

(a) Third Party: Any firm, partnership, Corporation or any other entity like Start up firm , MSME , etc. which is an Affiliate or Associate of B2C PSP as declared by the concerned B2C PSP.

(b) Affiliate or Associate: Any Third Party which is registered by B2C PSP for providing reserve rail e-ticketing service of B2C PSP i.e. ticketing information or e-ticket booking/cancellation to the customers on Third Party's Platform (Website/Mobile App).

2. Requisite Documents for registration of an Affiliate or Associate: B2C PSP will submit following documents of its Affiliate or Associate for registration with IRCTC along with a written request of B2C PSP for registration of Affiliate or Associate as the case may be:

a) Self attested Copy of Certificate of Incorporation of the Firm or any document supporting the registration of the Organisation, Corporation firm, partnership, person or other entity as recognised by the concerned regulatory authorities of India.

b) In case of a Start Up: Self attested copy of certificate of recognition issued by Department of Industrial Policy & Promotion under Ministry of Commerce and Industry and a Certificate of previous year turnover from CA.

c) In case of MSME: Self attested copy of certificate of recognition issued by Ministry of Small Scale Industries

d) Self attested copy of previous year Balance Sheet and Income Tax Return along with PAN Card No..

3. Affiliate or Associate Registration Fee: PSP will pay registration fee for registration of its Affiliate or Associate (Third Party) for providing reserve rail e-ticketing service of concerned B2C PSP i.e. ticketing information or e-ticket booking/cancellation on Third Party's Platform (Website/Mobile App) as under:

#	Technology Platform of B2C PSP	Registration Fee
a)	Bouquet of all schemes (Website and Mobile App)	i) Rs.12.5 Lakhs + Taxes per Affiliate or Associate for one year ii) Rs.10 Lakhs + Taxes per Affiliate or Associate for 9 months. iii) Rs.7 Lakhs + Taxes per Affiliate or Associate for 6 months. iv) Rs.4 Lakhs + Taxes per Affiliate or Associate for 3 months
b)	Website	i) Rs.10 Lakhs + Taxes per Affiliate or Associate for one year ii) Rs.7 Lakhs + Taxes per Affiliate or Associate for 9 months. iii) Rs.5 Lakhs + Taxes per Affiliate or Associate for 6 months. iv) Rs.3 Lakhs + Taxes per Affiliate or Associate for 3 months
c)	Mobile App	i) Rs.10 Lakhs + Taxes per Affiliate or Associate for one year ii) Rs.7 Lakhs + Taxes per Affiliate or Associate for 9 months. iii) Rs.5 Lakhs + Taxes per Affiliate or Associate for 6 months. iv) Rs.3 Lakhs + Taxes per Affiliate or Associate for 3 months

4. These Charges will be applicable separately besides all the other commercials mentioned in the B2C Policy.

5. PSP shall make a request to IRCTC for registration of each Affiliate or Associate, as the case may be, along with requisite documents and duration of the service to be provided by B2C PSP.

6. Effective date of registration of the third party (Affiliate or Associate) will be the date as provided by the B2C PSP in its request.

7. Third party will be registered with IRCTC as an Affiliate or Associate of B2C PSP only for providing e-ticketing service of respective B2C PSP on Third Party's platform (Website/Mobile App) and enable the customer to search for reserved rail ticket information or to book rail e-tickets of concerned B2C PSP through Affiliate of Associate platform.

8. PSP shall provide its reserved rail e-ticketing service on the Third Party platform only after prior approval of IRCTC and for the approved period.

9. Once the approved period of registration of Third Party expires, it will be the responsibility of the PSP to withdraw its reserved rail e-ticketing service on the Third Party's platform under intimation to IRCTC.

10. PSP may extend the period of registration of Third Party with the approval of IRCTC taken in advance upon payment of the applicable Registration Fee.

11. Any Promotional Activity clubbed with/related to e-ticketing, carried on the platform of Affiliate or Associate, will be governed by the terms and conditions of the B2C Policy and applicable charges will be levied on B2C PSP.

12. Any Advertisements/Promotions on Affiliate or Associate platform, other than those clubbed with/related to e-ticketing service, does not have any bearing with the IRCTC B2C Policy.

13. If e-ticketing service of B2C PSP is run by B2C PSP on any Third Party platform without approval of IRCTC or if any of the above terms & conditions are violated, then, the following penalty will be imposed on such B2C PSP:

#	Technology Platform of B2C PSP	Penalty
a)	Bouquet of all schemes (Website and Mobile App)	A penalty of Rs.8 Lakhs + Taxes per Affiliate or Associate will be imposed on the B2C PSP. In addition, B2C PSP shall also pay the registration fee for 3 months period + applicable taxes or registration fee + applicable taxes for the default period identified, whichever is higher.
b)	Website	A penalty of Rs.6 Lakhs + Taxes per Affiliate or Associate will be imposed on the B2C PSP. In addition, B2C PSP shall also pay the registration fee for 3 months period + applicable taxes or registration fee + applicable taxes for the default period identified, whichever is higher.
c)	Mobile App	A penalty of Rs.6 Lakhs + Taxes per Affiliate or Associate will be imposed on the B2C PSP. In addition, B2C PSP shall also pay the registration fee for 3 months period + applicable taxes or registration fee + applicable taxes for the default period identified, whichever is higher.

In partial modification of the B2C Policy (Edition 2020), the following Clause X (C) will form addendum to the B2C Policy.

Clause X (C) – Premium Partner Category: IRCTC will integrate and display the Logo of interested B2C PSPs on IRCTC Website www.irctc.co.in and IRCTC Rail Connect Mobile App (Android & iOS) under "Premium Partner (PP)" Category.

1. **This category will be implemented on pilot basis initially for a period of one (01) year with effect from the date of launch.**

2. **The following charges will be levied for running PPP Category service by the B2C PSPs:**

#	IRCTC Platform	Integration Charges	Premium Partner Promotion (PPP) Charges
a)	For Integration & Display of Logo on IRCTC Rail Connect Mobile App on Android and iOS Platforms .	i) PSP shall pay one time non refundable Integration Charges for Integration of Logo @ Rs. 20 Lakhs + applicable taxes payable in advance. ii) If the Logo is disabled after completion of the opted period and the PSP prefers to display the same again, then, PSP shall pay non-refundable Intermittent Charges for Redisplay of Logo @ Rs. 5 Lakhs + applicable taxes payable in advance.	PSP shall pay PPP Charges @ Re. 1.00 + taxes per ticket, booked during the opted period w.e.f from the date of launch , which will be recovered from the RDS account of the concerned PSP on daily basis.
b)	For Integration & Display of Logo on IRCTC Website www.irctc.co.in.	i) PSP shall pay one time non refundable Integration Charges for Integration of Logo @ Rs. 10 Lakhs + applicable taxes payable in advance. ii) If the Logo is disabled after completion of the opted period and the PSP prefers to display the same again, then, PSP shall pay non-refundable Intermittent Charges for Redisplay of Logo @ Rs. 2.5 Lakhs + applicable taxes payable in advance.	PSP shall pay PPP Charges @ Re. 1.00 + taxes per ticket, booked during the opted period, w.e.f from the date of launch, which will be recovered from the RDS account of the concerned PSP on daily basis.
c)	For Integration & Display of Logo on all the above 3 Platforms (a, b & c).	i) PSP shall pay one time non refundable Integration charges for Integration of Logo @ Rs. 25 Lakhs + applicable taxes payable in advance.	PSP shall pay PPP Charges @ Re. 1.00 + taxes per ticket, booked during the opted period, w.e.f from

		ii) If the Logo is disabled after completion of the opted period and the PSP prefers to display the same again, then, PSP shall pay non-refundable Intermittent Charges for Redisplay of Logo @ Rs. 7 Lakhs + applicable taxes payable in advance.	the date of launch, which will be recovered from the RDS account of the concerned PSP on daily basis.

1. **The charges collected for running Premium Partner Promotion Category service will be termed as "Premium Partner Promotion Charges (PPPC)".**

2. **IRCTC shall raise the invoice to the concerned PSP on monthly basis for the amount of PPPC so collected from its RDS account on daily basis.**

3. **Minimum period for running PPP Category service by the B2C PSP shall be not less than 03 (three) months.**

4. **Extension for continuing the PPP Category service beyond the opted period shall not be less than 03 (three) months.**

5. **The Logo of concerned B2C PSP will be displayed only for the approved period and will be removed once the same is completed, if not extended further, by the concerned PSP well before expiry of the contracted period.**

6. **To exit from the PPP Category service, the PSP shall give 30 days notice period to IRCTC.**

7. **The above mentioned commercials will be payable in addition to all other charges stipulated in the extant B2C Policy.**

8. **Interested B2C PSP may submit their request to IRCTC indicating the specific platform and period of running the PPP Category service.**

9. **Consequent upon approval of IRCTC and on payment of applicable Integration Charges, the Logo of the concerned B2C PSP will be integrated and displayed on the opted platform of IRCTC.**

Annexure 'I'

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. 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.

3. Amount should be deposited preferably in multiples of Rs. 1 Lakh.

4. 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.

5. 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.
6. 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.
7. In response, the Beneficiary Bank shall confirm the amount with required details.
8. 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)
9. No interest will accrue in the deposit account.
10. 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.
11. 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.
12. Payments made through credit cards will not be accepted.
13. 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.
14. 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.
    a) At the end of the day a report will be provided by the concerned banks to IRCTC/Finance in a mutually agreed format.
15. 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.
16. 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.
17. 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.
18. Transaction Password will be generated by IRCTC at the time of creating RDS Account
19. Transaction Password shall be used by the RDS Account Holder to debit the RDS Account i.e. for booking of tickets via RDS account.
20. Secrecy of Transaction password shall be the responsibility of the RDS Account Holder
21. 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.
22. The above procedure has been devised, keeping in view all internal checks and control required for audit purposes.

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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 4.9 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-authorised 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 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.

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.