

AGREEMENT

1. An agreement made this day of 20.....at New Delhi between the Indian Railway Catering and Tourism Corporation Limited, having its Registered Office at 9th Floor, bank of Baroda Building, 16, Parliament Street, New Delhi-110001 through GGM/ITS hereinafter called “IRCTC” which expression shall where the context so admits include his successor and assigns of the First Part.

And

M/s Through(name & designation)
having its registered office at

.....
.....hereinafter called “Second Party” which
term shall mean and include their successors, legal representatives &
assigns of the Second Part.

2. Whereas the second party has expressed its interest and desire to function as an agent of the first party for selling of E-tickets and whereas Indian Railway Catering and Tourism Corporation Limited has agreed to engage the Second Party as an agent for selling of e-tickets, for travel in trains of Indian Railways, through IRCTC website, for a period of two years from signing of this agreement. The agreement can be further extended at the discretion of IRCTC. This agreement is made between IRCTC and the Second Party.

The Second Party agrees to carry on the work in strict accordance with the terms & conditions contained in this agreement.

1. Terms and Conditions of Agreement

The IRCTC provides the facility for transacting with Indian Railway's PRS System through the Internet. The existing Rules of Indian Railways for reservation and booking of tickets shall apply to all such transactions along with special conditions imposed for Internet based booking from time to time. The special conditions and the terms of service presently applicable to Internet Booking are detailed in this document.

1.1. IRCTC's performance of this agreement is subject to existing laws and legal processes of Government of India, and nothing contained in this agreement is in derogation of IRCTC's right to comply with law enforcement requests or requirements relating to use of this Website by the Second Party or information provided to by the Second Party or gathered by IRCTC with respect to such use including the customers. IRCTC may provide details of use of the Website by The Second party to regulators or police or to any other third party, or in order to resolve disputes or complaints.

1.2. If any part of the agreement between IRCTC and the Second Party is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that in opinion of IRCTC most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

1.3. This agreement constitutes the entire agreement between the Second Party and IRCTC and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Second Party and IRCTC.

1.4. That terms & conditions of service applicable on booking of tickets through IRCTC Website apply Mutatis Mutandi on the tickets booked by the Second Party by virtue of this agreement.

1.5 The Second Party shall pay lump sum deposit which will be on non-refundable basis as per the slabs given below:-

- a) 1-100 outlets/ Kiosks -- Rs.1 Lakh (Rupees one lakh only)
- b) 101-250 outlets/kiosks -- Rs.1.50,000 lakh (Rupees one lakh fifty thousand only)
- c) 251-500 outlets/ kiosks -- Rs.2, 00,000/- (Rupees Two lakh only)
- d) 501-1000 outlets/kiosks--Rs.3,00,000/- (Rupees Three lakh only)
- e) 1001-2500 outlets/ kiosks – Rs.5,00,000/- (Rupees Five lakh only)
- f) 2501-5000 outlets/Kiosks – Rs.10,00,000/- (Rupees Ten lakh)
- g) Above 5001 outlets/kiosks – Rs.20,00,000/- (Rupees Twenty Lakh)

2. **Standard and Scope of Service:** IRCTC will supply the service to the Second Party with reasonable care and skill subject to all other risks or error and liability, limitation clauses would remain effective.

due to incorrect detail / details furnished by the Second Party.

5. Cancellation / Refund / Modification of Tickets

- 5.1. IRCTC functions as an agents for Indian Railways and refunds are made by Indian Railways and Credited to the account of the second party by IRCTC as and when received from Indian Railways. IRCTC will follow with Railways for refund of amount due in these cases but does not bear any liability for delay of non-payment of refund amount, by Indian Railways.**
- 5.2. The agents will cancel the ticket online on request of customer and will refund the amount to customer on receipt of money from Indian Railways through IRCTC.**
- 5.3. Wherever tickets cannot be cancelled online, agents will write to IRCTC at etickets@irctc.co.in. In turn IRCTC will take up the matter with Zonal Railway concerned and arrange refund. The agents should refund money immediately on receipt of money from Railway through IRCTC.**
- 5.4. The Second Party is duty bound to refund the cancellation amount to the customer who booked the ticket after making payment to Second Party and later got it cancelled. The Second Party would not adjust the cancellation amount with any of its previous dues, until and unless the customer is in continuous running account with the Second Party.**
- 5.5. If the Second Party misconducts in any refund for cancellation, IRCTC may impose suitable penalty which may extend to termination of the authorization of the Second Party for Internet Booking. This is without prejudice to any other action that IRCTC may take.**

6. Privity of Contract:

The Second Party will book tickets for its customers with IRCTC with clear understanding that:

- 6.1. There is no privity of contract of IRCTC or Indian Railways with the customer of Second Party in the matter of booking, cancellation or after booking or cancellation, or in relation to any payment or refund for any booking of the tickets.**
- 6.2. If the Customer of the Second Party makes any claims of any nature against IRCTC or Indian Railways, then the Second Party hereby agrees to deal with the claims and settle it.**
- 6.3. There will be no additional or exceptional liability in relation to tickets sold to the Party except the normal refund as per the terms and conditions applicable when tickets are sold directly by IRCTC or Railways.**

7. Liability

- 7.1. Limitation of Liability: IRCTC shall not be liable to any Party save as expressly**

provided for in these Terms & Conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of online booking or connection to the website. IRCTC and/or its respective suppliers hereby disclaim all warranties, terms & conditions with regard to this information, products and services including all implied warranties, terms and conditions, by statute, collaterally or otherwise of satisfactory quality, fitness for a particular purpose, title and non infringement. In no event, shall IRCTC and / or its suppliers be liable for any loss of profit, loss of revenue, wasted time, wasted costs, indirect, incidental, special or consequential loss arising out of or in any way connected with the user of the online booking facility through website or otherwise or with the delay or inability to use online booking facility of IRCTC or of any information, products and services whether based on contract, tort, strict liability or otherwise.

- 7.2. **Accuracy of Information:** IRCTC shall use reasonable endeavors to check the accuracy of the information published online or through website of IRCTC. IRCTC give no warranty as to the accuracy of such information given on IRCTC's website and reserve the right to amend and vary the contents of this website from time to time without notice. The IRCTC sites / services may contain links to third party websites ("linked sites"). IRCTC is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by IRCTC of the site or any association with its operators. The linked sites are not under the control of IRCTC and IRCTC is not responsible for the contents of any linked sites, including without limitation any link contained in a Linked site, or any changes or updates to a Linked site. IRCTC is not responsible for web casting or any other form of transmission received from any "Linked site" and IRCTC is not responsible if the Linked site is not working appropriately.
- 7.3. Any transaction with third parties including advertisers on the website of IRCTC participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between the Second Party, advertiser or other third party. IRCTC shall not be responsible or liable for any part of any such dealings or promotions.
- 7.4. **Maximum Liability:** The maximum amount of IRCTC liability to the Second Party for all loss or damage arising out of online booking through website or otherwise and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of IRCTC's obligations in the provision of the website and this service) shall be limited to the value of the ticket purchased through use of this service.
- 7.5. **Exclusion of Liability:** IRCTC shall not be liable to the Second Party for any of the following types of loss or damage arising out of use of website and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of IRCTC's obligations in the provision of the website and this service): -
- i. Loss of revenue, business, anticipated savings or profits; or
 - ii. Any indirect or consequential loss howsoever arising.

- 7.6. Exclusion of other Warranties / Remedies:** The Second Party shall acknowledge and agree that in entering into the Agreement, he does not rely on and shall have no remedy in respect of any statement, representation or warranty given by any person (including as to condition, quality and fitness for purpose).
- 7.7. Force majeure:** IRCTC shall not be liable to the Second Party / any other party in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances which are beyond reasonable control of IRCTC.
- 7.8** The Second Party shall abide all the Local Laws, Labour Laws etc. IRCTC will not be the “Principal Employer” in case of employees engaged by the Second Party for the purpose of booking the tickets and allied activities.
- 8. Service Hours:** Booking through Internet is presently allowed from 5 AM to 11.30 PM (Indian Standard Time) on all days including Sundays. Service hours are liable to be changed without prior notice
- 8.1. Opening day booking (\$)** (Presently 90th day in advance, excluding the date of journey) will be available only after 8AM, along with the counters. If the Second Party tries booking before 8 AM, for opening days tickets, the reservation will fail, with the Second Party account getting debited; IRCTC will refund the entire fare and IRCTC’s service charges, but the bank / card transaction charges are likely to be forfeited.
- 8.2.** (Opening day means 90 days in advance of the date of journey (journey date not to be included) from train originating station. Please note that in case of some Intercity day trains, the ARP (Advance Reservation Period) is less than 90 days) For Tatkal booking, opening day presently means two days from date of journey eg if Today is 1st December, then 3rd December will be the Journey day.
- 8.3** The opening days are liable to be changed as per notifications issued by Indian Railways from time to time.
- 9. General**
- 9.1. Governing Law:** This agreement and the Second Party’s use of the online booking through IRCTC’s web site is governed by Indian Law and the courts of New Delhi, India. The Second Party hereby irrevocably consents to the exclusive jurisdiction and venue of courts in New Delhi, (India) in all disputes arising out of or relating to the use of the IRCTC Sites/ Services.
- 9.2. Entire Agreement:** This Agreement including any document referred to herein constitutes the entire agreement between IRCTC and the Second Party in respect of use of this service by the Second Party.
- 9.3. Third Party Rights:** Nothing in this Agreement shall be taken as granting any rights expressly or implicitly whether contractual or statutory to persons other than the Second Party or IRCTC.

- 9.4. In case of any dispute it shall be compulsory for the Second Party to first submit to the Arbitration not below the rank of General Manager/ IRCTC to be nominated by MD/IRCTC after a request is made in written by the Second Party or IRCTC. The decision of the Arbitrator shall be binding on both the parties.
- 9.5. No claim would be preferred by the second party in any Court or Tribunal without giving 60 days notice in the nature of Section 80 CPC to the IRCTC.
- 9.6. If any customer of Second Party Institute any proceedings against IRCTC, the concerned Second Party would be liable to make good all the loss occurring to IRCTC as a result of those proceeding, including the cost of defending the proceedings wherever these are due to deficiency of second party. Further, whenever there is deficiency on account of both the parties, the liability will be divided proportionately.
- 9.7. On expiry of the validity of recognition of Second Party by Railways where applicable, the access provided to such Second Party would be deactivated by IRCTC unless renewed by Railways and conveyed to IRCTC.
- 9.8. Presently service charges per ticket for e-tickets booked by the agents shall be Rs. 10/- for one Passenger, Rs.15/- for two Passengers, Rs.20/- for three Passengers onwards until six passengers in one ticket for Sleeper /Second Class and Rs. 20/- for one Passenger, Rs.25/- for two Passengers, Rs.30/- for three passengers onwards until six passenger in one ticket for higher classes (inclusive of service tax).

Example of the Services Charges inclusive of service tax payable to IRCTC and the agents for e-tickets booked by Agents (as per Para 9.8 & 9.9)

- 9.9. The Second Party shall realize following amount from the passengers in addition to IRCTC service charges given in Para 9.8 as above will be:-
- (i) Rs. 10/- per ticket in case of 2nd class and sleeper class.
 - (ii) Rs. 20/- per ticket for classes higher than second / sleeper class (inclusive of service tax).

Both these charges are liable to change at any point of time.

	Second Class & IInd Sleeper	AC Compartments & Higher Classes
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Number of passengers in One Ticket	SERVICE CHARGES PAYABLE TO IRCTC	SERVICE CHARGES PAYABLE TO AGENT	TOTAL AMOUNT INCLUSIVE OF SERVICE TAX	SERVICE CHARGES PAYABLE TO IRCTC	SERVICE CHARGES PAYABLE TO AGENT	TOTAL AMOUNT INCLUSIVE OF SERVICE TAX
ONE	Rs.10/-	Rs.10/-	Rs.20/-	Rs.20/-	Rs.20/-	Rs.40/-
TWO	Rs.15/-	Rs.10/-	Rs.25/-	Rs.25/-	Rs.20/-	Rs.45/-
THREE	Rs.20/-	Rs.10/-	Rs.30/-	Rs.30/-	Rs.20/-	Rs.50/-
FOUR	Rs.20/-	Rs.10/-	Rs.30/-	Rs.30/-	Rs.20/-	Rs.50/-
FIVE	Rs.20/-	Rs.10/-	Rs.30/-	Rs.30/-	Rs.20/-	Rs.50/-
SIX	Rs.20/-	Rs.10/-	Rs.30/-	Rs.30/-	Rs.20/-	Rs.50/-

The above charges are inclusive of Service Tax. Service Tax as applicable should be shown separately in the receipt issued by the agents.

9.10 .As corporate entities the Second Party shall not be eligible for membership of the Scheme for Frequent Travelers. Individual members of the scheme shall not be able to accrue any reward points if they purchase tickets through Second Party.

10. Termination

10.1. IRCTC's Termination Rights: IRCTC may at any time at its sole discretion and without giving any reason or any prior notice terminate or temporarily suspend the Second Party's access to all or any part of the website.

11. Exclusion of liability for cancellation of trains: In case of cancellation/diversion/termination / short of destination of trains, the Indian Railways Rules which contain limitations and exclusions relating to the liability of the Indian Railways to the customer in respect of loss or damage caused by the delay/diversion/termination short of destination and / or cancellation of any train, any missed connection, or closure of the railway shall apply.

The IRCTC provides only the facility of interacting with the Indian Railway's PRS system through the Internet. The IRCTC is not responsible for providing train services or any other service through this site.

12. In witness whereof, the said parties hereto have set their hands at the place and on the dates respectively shown hereinafter.

Authorized Representative of the Second Party

GGM/ITS
IRCTC, New Delhi

(Stamp/Seal)

Witnesses

1.

2.

Witnesses

1.

2.

(NOTE:- Signature of the Second Party and the Stamp / Seal on each page of Agreement is essential)