

NOTE

- 1 Wherever, RTSA license is in individual name and same person is signing agreement with IRCTC, no further document is required.
- 2 Wherever RTSA license is with firm, but license contains name of the proprietor and the same person is signing the agreement, no further document is required.
- 3 In all other cases, RTSA would have to submit following:
 - i) Copy of the agreement, which was initially submitted to the Railways by RTSA for obtaining the license.
 - ii) Self signed photo notarized affidavit in support that he is the proprietor of the firm.
 - iii) Copy of the Income Tax Return or PAN No. of the person who has signed the Agreement.

Signed photo of
authorized
signatory of
RTSA along with
name of
signatory

• **Draft Agreement to be signed by authorized signatory of RTSA (specifying his / her status / authority for signing the Agreement) on ; Stamp Paper of Rs. 100/- purchased from Delhi.**

1. An agreement made this day of 20..... between the Managing Director, Indian Railway Catering and Tourism Corporation Limited, New Delhi. Hereinafter called "IRCTC" which expression shall where the context so admits include his successor and assigns of the one part.

And

M/s Through(name & designation) authorized RTSA hereinafter called second party which term shall be mean and included there successor, legal representatives & assigns.

2. In consideration of the Managing Director, Indian Railway Catering and Tourism Corporation Limited, granting us the privilege on booking of Railway tickets through IRCTC website, for a period of authorization by the Railway as RTSA commencing from..... to & subsequent dates extended as authorized RTSA by the Railway Administration from time to time. This agreement is made between IRCTC may also be referred as (Us) and RTSAs may also be referred as (You).
We the firm.

(Name of Firm)

Agree to carry on the work in strict accordance of 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. Indian Railways rules for reservation and booking of tickets shall apply to all such transactions along with special conditions imposed for Internet based booking. The special conditions and the terms of service 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 RTSA's or information provided to by RTSA or gathered by IRCTC with respect to such use including the customers. IRCTC may provide details of use of the Website by RTSA 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 RTSA 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 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 RTSA and IRCTC and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the RTSA 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 RTSA's log-in.
 - 1.5. Such RTSAs as are desirous of transacting through IRCTC should write to IRCTC along with Zonal Railways letter already available with RTSA's confirming that the party is an authorized RTSA. After confirming that the party is an authorized RTSA, IRCTC may enter into a formal agreement with the RTSA. The agreement will include acceptance of the Terms & Conditions for using IRCTC's website for booking tickets. RTSAs will pay a online fee of Rs. 10,000/- (Rupees Ten Thousand only) to IRCTC to which Rs. 5000/- (Rupees Five thousand only) will be refundable if RTSA voluntarily withdraws from the arrangement with IRCTC.
2. **Standard and Scope of Service:** IRCTC will supply the service to RTSA with reasonable care and skill subject to all other risks or error and liability, limitation clauses would remain effective.
 - 2.1. IRCTC makes **NO** guarantee that any service will be uninterrupted, timely, secure or error free.
3. All such RTSAs will be required to purchase a class 3 personal digital certificate from any Indian Certifying Authority for their authorized user (only one authorized user will be permitted), the details of which will be provided by them to IRCTC.
 - 3.1. When an RTSA user logs in, IRCTC application will authenticate the digital certificate, and if authorized, will allow him to book without applying any restriction on number of tickets to be booked.

4. OBLIGATIONS OF RTSA AND THEIR CUSTOMERS

- 4.1. General Obligations: RTSA shall access the website only for lawful purposes and shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our website. He shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works form, transfer or sell any information, products or services obtained from this website. He shall not create a hypertext to the Website or "Frame" the Website, except with the express advance written permission of IRCTC.
- 4.2. The information RTSA provide in the Registration Page must be complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request.
- 4.3. The RTSA user will book the ticket as per the normal flow, and will give the shipping address desired by the end customer (one of the passenger on the ticket) in case of 'I-ticket' or the identity card details of any traveler in case of 'E-ticket'. 'I-Ticket' will be delivered to the delivery address desired by the customer and given by the RTSA while booking of the ticket. RTSA should issue receipt for money taken by him from customer on his own printed stationery. This receipt should be preserved by the customer to claim refund from RTSA, if it becomes necessary.
Once the tickets have been delivered at the shipping address given by RTSA, IRCTC shall be absolved of any responsibility. If the address is wrong or incomplete or for any other reason, the ticket does not reach the end consumer, it shall be responsibility of RTSA.
- 4.4. It would be obligatory on the part of RTSA to impose similar procedure, terms & conditions and rules on all its customers, as IRCTC would follow with its customers, on its website, except that there would be no restriction on number of tickets booked by RTSA.
- 4.5. Payment by RTSA to IRCTC for booking tickets on line will be made online, and only Credit Card, Direct Debit using Internet Baking and Cash Card options will be made available for such payments.
- 4.6. Disclaimer: Indian Railway and IRCTC are not responsible for wrong booking due to incorrect detail / details furnished by the RTSA

5. Cancellation / Refund / Modification of Tickets

- 5.1. For tickets cancelled through the counters, there funds will be credited back to the account used for online booking. The RTSA will be responsible for refunds to customers. The cancellation ticket issued to the passenger from counter shall be used by the passenger to claim refund from RTSA. In case of proved misconduct in this regard, the minimum punishment will be termination of his authorization for Internet booking.

5.2. For cases where the tickets were surrendered at stations after the cancellation timings and TDR obtained, the users will have to apply to IRCTC along with Ticket Deposit Receipt (TDR). IRCTC in turn will take up the matter with the Zonal Railways concerned.

5.3. The RTSA is duly bonded to refund the cancellation amount to the customer who booked the ticket after making payment to RTSA and later got it cancelled. RTSA would not adjust the cancellation amount with any of its previous dues, until and unless the customer is in continuous running account with the RTSA.

5.4. If RTSA misconducts in any refund for cancellation, IRCTC may impose suitable penalty. This is without prejudice to any other action that IRCTC may take.

6. Privity of Contract:

RTSA 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 RTSA 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. The customer of RTSA will make all its claims of whatever nature only against RTSA and not against IRCTC or Railways.

6.3. There will be no additional or exceptional liability in relation to tickets sold to RTSAs 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 RTSA 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. To the maximum extent permitted by law, IRCTC and/or its respective suppliers hereby disclaims 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 no 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, been if IRCTC or any of its suppliers has been advised of the possibility of damages.

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 our 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”). 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” not is IRCTC responsible if the Linked site is not working appropriately. 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. RTSA are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked sites.

- 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 RTSA 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 RTSA 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 our 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 RTSA 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 our 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:** RTSA 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 an fitness for purpose). ALL warranties implied by statute, common law, custom or otherwise as to the standard of the service and the accuracy of any information (other than fraudulent misrepresentation) provided on this web site are hereby excluded.
- 7.7. **Force majeure:** IRCTC shall not be liable to you 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 beyond our reasonable control.

8. **Service Hours:** Booking through Internet is 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 (\$)** (60th day in advance, excluding the date of journey) will be available only after 8AM, along with the counters. If RTSA tries booking before 8 AM, for opening days tickets, the reservation will fail, with RTSA's 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 60 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 60 days) For Tatkal booking, opening day means five days from date of journey. For eg Today is 1st December, then 6th December will be the Journey day.

9. General

9.1. **Governing Law:** This agreement and RTSAs use of the online booking through IRCTC's web site is governed by Indian Law and the courts of New Delhi, India. The RTSA 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. Use of the IRCTC Sites/Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

9.2. **Entire Agreement:** This Agreement including any document referred to herein constitutes the entire agreement between us and you in respect of your use of this service.

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 you or us.

9.4. No claim would be preferred by any RTSA in any Court or Tribunal without giving 60 days notice in the nature of Section 80 CPC to the IRCTC.

9.5. It shall be compulsory for RTSA to submit to the Arbitration by an Officer of IRCTC not below the rank of General Manager in case of any dispute

9.6. If any customer of RTSA institutes any proceedings against IRCTC, the concerned RTSA would be liable to make good all the loss occurring to IRCTC

including the cost of defending the proceedings.

9.7. On expiry of the validity of recognition of RTSA's by Railways, the access provided to such RTSAs would be deactivated by IRCTC unless renewed by Railways and conveyed to IRCTC.

9.8. IRCTC service charges for e-tickets booked by the RTSA's shall be Rs. 10/- for the 1st Passenger , Rs.15/-for the 2nd Passenger, Rs.20/-for the 3rd Passenger onwards until the 6th passenger for Sleeper /Second Class and Rs. 20/- for the 1st Passenger, Rs.25/- for the 2nd Passenger, Rs.30/- for the 3rd passenger onwards for higher classes (inclusive of service tax).

9.9. RTSA's shall realize following amounts from passengers in addition to IRCTC's service charge: -

9.9.1 In case of Second / Sleeper Class: Rs. 10/- per ticket (Inclusive of Service Tax)

9.9.2 In case of other than Sleeper Class: Rs. 20/- per ticket (Inclusive of Service Tax)

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 RTSA's shall not be eligible for membership the Scheme for Frequent Travelers. Individual members of the scheme shall not be able to accrue any reward points if they purchase tickets thru RTSAs.

10. Termination

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

11. Exclusion of liability for cancellation of trains: Please note that in case of cancellation/diversion/termination short of destination of trains, the Indian Railways Rules apply 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.

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.

Legal Representative of the RTSA

**MANAGING DIRECTOR
IRCTC, New Delhi**

NOTE: Signature of the RTSA and the stamp / seal on each page of Agreement is essential.