



**POLICY FOR INTEGRATION OF SERVICE PROVIDERS FOR PROVIDING
TRAIN INFORMATION ENQUIRY SERVICES
(TIES POLICY)**



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.

Looking into the demand for authentic Train Information Services for the trains operated by Indian Railways IRCTC has now decided to provide Train Information Enquiry Services to firms/Companies/Online Travel Agents/e-Commerce Firms.

Norms for Train Information Enquiry (TIE) Scheme

1. Definitions:

- 1.1. 'Train Information Enquiry Scheme (TIES)'** means the Scheme in which Firms/Organisations are registered with IRCTC for providing Train Information Enquiry Service (no ticket booking is permitted) to customers through their respective Website and/or Mobile App.
- 1.2. 'Train Information Enquiry Service Provider (TIESP)'** means a firm/Company/Organisation/Proprietorship/LLP registered with IRCTC for providing Train Information Enquiry service to the customer.
- 1.3. 'Integration Charges'** means charges levied on the TIESP for registration and integration of Train Information Enquiry service.
- 1.4. 'Annual Business Commitment Charges' (ABCC):** means minimum commitment charges shall be paid by TIESP for the opted Technology Platform every year as mentioned herein under.
- 1.5. Rolling Deposit System ("RDS")** means Rolling Deposit System wherein Rolling Deposit Accounts (RDS Account) are created in IRCTC system in the name of TIESP for depositing amounts in advance by TIESP for collection of TIEC per Enquiry on daily basis or ABCC on annual basis by IRCTC.

2. Train Information Enquiry includes the following features:

- 2.1. Availability and Fare:** Provides Train Accommodation availability and Fare for the requested journey.
- 2.2. Trains between Stations:** Provides the list of all the available trains and available journey classes for the requested source station, destination station and journey date.
- 2.3. Cluster Station List:** Provide the list of cluster stations for the Train Number, source station and date of journey.
- 2.4. Train Schedule:** Provides the schedule of the train for the requested train number and journey date.
- 2.5. Boarding Stations List:** Provides the list of Boarding Stations for the requested train number, source station, destination station and date of journey.
- 2.6. PNR Enquiry:** Provides details of requested PNR number (Including online and counter tickets).

Note: Other Enquiries, if any, will be included in future as per the approval.

3. Name of the Scheme: "Train Information Enquiry (TIE) Scheme".

4. **Name of the policy:** “Policy for Integration of Service Providers for Providing Train Information Enquiry Services to the Customers (TIES Policy)”
5. **Name of the Service Provider:** “Train Information Enquiry Service Provider (TIESP)”
6. **Fee Structure:** For Integration of Train Information Enquiry Services to the customers, the TIESP shall pay the following charges to IRCTC:

#	Name of Technology Platform	Fee Structure for General Firms		Fee Structure for Start-up/MSME Firms	
		Integration Charges	Minimum Annual Business Commitment Charges	Integration Charges	Minimum Annual Business Commitment Charges
(a)	Mobile Applications	Rs. 10 Lakhs + Taxes (One time Non-refundable)	Rs. 5 Lakhs + Taxes (Non-refundable)	Rs. 5 Lakhs + Taxes (One time Non-refundable)	Rs. 2.5 Lakhs + Taxes (Non-refundable)
(b)	Website (Desktop) & Small screen Mobile Browser Website Technology	Rs. 10 Lakhs + Taxes (One time Non-refundable)	Rs. 5 Lakhs + Taxes (Non-refundable)	Rs. 5 Lakhs + Taxes (One time Non-refundable)	Rs. 2.5 Lakhs + Taxes (Non-refundable)
(c)	All the Platforms mentioned above a) and b)	Rs. 15 Lakhs + Taxes (One time Non-refundable)	Rs. 7.5 Lakhs + Taxes (Non-refundable)	Rs. 7.5 Lakhs + Taxes (One time Non-refundable)	Rs. 3.75 Lakhs + Taxes (Non-refundable)

7. **Integration Charges (IC):** TIESP shall make payment of one-time non-refundable Integration Charges as per the opted Technology Platform as mentioned above, at the time of registration with IRCTC for providing Train Information Enquiry Service.
8. **Annual Business Commitment Charges (ABCC):** TIESP shall pay minimum ABCC as per opted Technology Platform every year.
9. **Train Information Enquiry Charges (TIEC):** TIESP shall pay to IRCTC Train Information Enquiry Charges (TIEC) @ Re. 0.25/- + Taxes per Enquiry.
10. TIESP shall pay to IRCTC either minimum ABCC or TIEC, whichever is higher.
11. **The TIEC shall be collected in the following manner:**
 - 11.1. IRCTC shall collect ABCC @ Re. 0.25/- + Taxes per Enquiry from the TIESP from its RDS Account on daily basis.

- 11.2. IRCTC shall raise monthly invoice to the TIESP for the amount so collected from the RDS Account in the following month.
- 11.3. If the TIEC collected @ Re. 0.25/- + Taxes per Enquiry during the year falls short of the minimum ABCC + Taxes as per the opted Technology Platform, the differential amount shall be recovered from the RDS Account of TIESP at the time of renewal of service after prior intimation to the TIESP.
- 11.4. IRCTC shall raise the invoice for the differential amount so collected from the RDS Account.
- 11.5. If the RDS balance is less than the differential amount, then the services will be suspended till such differential ABCC amount is paid by the TIESP.

12. Security Deposit (SD):

- 12.1. TIESP shall pay refundable amount of Rs. 5,00,000/- (Five Lakhs only) as Security Deposit (SD). Payment of Security Deposit shall be made along with the Integration Charges at the time of registration of TIESP.
- 12.2. SD shall be refunded if TIESP voluntarily withdraws from TIE service after adjusting IRCTC dues, if any, like ABCC, penalties, etc.
- 12.3. 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 TIES Policy & Agreement.
- 12.4. No interest shall be payable on Security Deposit amount.

13. Eligibility Criteria:

13.1. Requisite Eligibility Criteria for General TIESP (Other than Start-ups/MSMEs):

- 13.1.1. TIESP should be a registered Private, Proprietorship, Partnership or Limited Liability Partnership (LLP) firm. (Supporting documents should be submitted).
- 13.1.2. TIESP should submit copies of previous 2 years Balance Sheet and Income Tax Return (ITR) (Self attested).
- 13.1.3. TIESP should also submit the background of the firm indicating the Technical Expertise along with the Proposal.

13.2. Requisite Eligibility Criteria for Start Up TIESP:

- 13.2.1. TIESP Should be a registered Private, Partnership or Limited Liability Partnership (LLP) firm. (Supporting document should be submitted).
- 13.2.2. TIESP should be recognized as Start up by DPIIT (Department for Promotion of Industry & Internal Trade) under Ministry of Commerce and Industry. Start Up TIESP shall provide the certificate issued by the concerned department.
- 13.2.3. Start-up status shall be valid up to ten (10) years from the date of its incorporation/registration.
- 13.2.4. Turnover should be less than Rs. 100 Crores during any of the Financial Years since incorporation.
- 13.2.5. Copy of Previous year Balance Sheet, Income Tax Return (Self attested) and Certificate of Annual turnover issued by CA should be submitted at the time of registration as well as every year at the time of annual renewal of service.
- 13.2.6. In case, if any Start Up has not completed one year as a Start-up at the time of registration with IRCTC, then, the firm will be exempted from

submission of previous year balance sheet and ITR at the time of registration. However, the firm will submit the ITR and Balance Sheet of previous year at the time of annual renewal of service.

- 13.2.7. Once the TIESP ceases to be a Start-up as per the certificate issued by Department for Promotion of Industry & Internal Trade under Ministry of Commerce and Industry, the TIESP will be governed by the terms and conditions of the extant IRCTC Policy for General TIESPs (other than Start-ups/MSMEs) and the differential Integration Charges and any other charges, as applicable, will be paid by the TIESP for continuation of IRCTC Train Information Enquiry Service.

13.3. Requisite Eligibility Criteria for Micro, Small & Medium Enterprise (MSME)

TIESP:

- 13.3.1. MSME TIESP Should be a registered Private, Partnership or Limited Liability Partnership (LLP) firm. (Supporting document should be submitted).
- 13.3.2. MSME TIESP should be recognized as MSMEs by Ministry of Micro, Small & Medium Enterprises. MSME, TIESP shall provide the certificate issued by the concerned Ministry.
- 13.3.3. Copy of previous year Balance Sheet, Income Tax Return (Self attested) and Certificate of Annual turnover issued by CA should be submitted at the time of registration as well as every year at the time of annual renewal of service.
- 13.3.4. In case, if any MSME firm has not completed one year as a MSME at the time of registration with IRCTC, then, the firm will be exempted from submission of previous year balance sheet and ITR at the time of registration. However, the firm will submit the ITR and Balance Sheet of previous year at the time of annual renewal of service.
- 13.3.5. Once the MSMEs TIESP ceases to be an MSME as per the certificate issued by Ministry of Small Scale Industries, the TIESP will be governed by the terms and conditions applicable for General TIESPs (other than Start-ups/MSMEs) and the differential Integration Charges and any other charges, as applicable, will be paid by the TIESP for continuation of IRCTC Train Information Enquiry Services.
- 13.3.6. MSMEs status shall be valid in case of the enterprises engaged in providing or rendering of services as: —
- 13.3.6.1 a **micro enterprise**, where the investment in Plant and Machinery or Equipment does not exceed One (01) Crore Rupees and turnover does not exceed five (05) crore rupees;
- 13.3.6.2 a **small enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ten (10) crore rupees and turnover does not exceed fifty (50) crore rupees;
- 13.3.6.3 a **medium enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Fifty (50) crore rupees and turnover does not exceed Two Hundred & Fifty (250) crore rupees.

14. General Terms and Conditions for TIE Scheme:

- 14.1. Renewal of Service:** Services will be renewed on yearly basis subject to no pending dues/penalty.
- 14.1.1.** The extension/renewal of service will be considered for another year as per the discretion of the competent authority.
- 14.1.2.** Request for renewal of service every year should be made by TIESP at least 15 days before the date of expiry of the service.
- 14.1.3.** In case the TIESP has not requested for renewal of service and the services could not extend as on date of expiry of the service or if the renewal of service is not approved by the Competent Authority of IRCTC, the services will be suspended.
- 14.2. Rolling Deposit System:** Enrolment of TIESP into Rolling Deposit System (RDS) is mandatory for TIESP under this scheme.
- 14.2.1.** A Rolling Deposit Account shall be maintained by IRCTC for each TIESP through which TIEC per Enquiry shall be collected by the IRCTC on daily basis.
- 14.2.2.** TIEC @ Re. 0.25 + Taxes per Enquiry shall be deducted from the TIESP's RDS account on successful Enquiry. TIESP shall maintain a minimum balance of Rs.1,00,000/- (One Lakh only) in the respective RDS Account.
- 14.2.3.** Train Information Enquiry service shall not be permitted, if balance in RDS touches the minimum limit of Rs.1,00,000/- (One Lakh only) unless it is topped up again.
- 14.2.4.** RDS account can be topped up with minimum amount of Rs.2,00,000/- (Two Lakh only) and above in multiples of Rs. One Lakh as and when required by TIESP.

15. General Instructions:

- 15.1.** Approval of IRCTC Competent Authority is accorded for registration as IRCTC Train Information Service Provider (TIESP) subject to fulfilment of the eligibility criteria and acceptance of the terms and conditions of the Policy.
- 15.2.** Technical integration of the TIE service shall be started after signing of the Agreement. Services will be renewed on yearly basis subject to no pending dues/penalty.
- 15.3. Taxes:** Applicable Taxes (Any other Applicable Tax) will be payable extra.
- 15.4.** Mode of payment: All payments to IRCTC shall be made by TIESP through online or through Demand Draft in favour of IRCTC payable at New Delhi.
- 15.5.** Anytime IRCTC technical team/External Agency nominated by IRCTC can inspect servers of the TIESP to ensure compliance of administrative and technical issues. The expenses of such investigation/inspection including external agency charges to be borne by TIESP.
- 15.6.** Logo of IRCTC should not be used in any form (Print/Media/Stationery/Advertisements etc.) unless approved by IRCTC on mutually agreed terms.
- 15.7.** TIESP shall not share or transfer or transmit the Train Information Enquiry APIs/Service of IRCTC with any other Third Party.
- 15.8.** No Charges shall be levied on the customer by the TIESP for providing Train Information Enquiry Service on its platform.

15.9. Penalty Provisions:

15.9.1. If Train Information Enquiry APIs/Services are found to be shared/transferred/transmitted by the TIESP, with any third party, or non-compliance or violation of the terms of the Policy/Agreement, then, a penalty of Rs.1 Lakh + Taxes plus double the amount of ABCC @ Rs.0.25 + Taxes per enquiry, applicable for that day (the day of detection of violation), will be imposed on such TIESP per Third Party shared.

15.9.2. If TIESP levies any charges on the customer for this service, a penalty of Rs. 20,000 + Taxes plus double the amount of ABCC @ Rs.0.25 + Taxes per enquiry, applicable for that day (the day of detection of violation), will be imposed on the TIESP per case.

15.9.3. Repeated non-compliance of IRCTC instructions by TIESP may lead to suspension of services.

15.10. IRCTC reserves the right to recover any pending dues (ABCC, Penalty, or any other applicable charges) from the RDS Account and/or the Security Deposit.

15.11. Exit Clause: TIESP has an option to withdraw from the scheme by giving prior intimation to IRCTC and in that eventuality, the RDS account balance and Security Deposit will be refunded to the TIESP after deducting all pending dues, if any. However, Integration Charges and ABCC and / or any other non-refundable charges shall not be returned being consumed for such purpose.

15.11A. Term and Renewal of Agreement: The Agreement entered between IRCTC and TIESP, under this policy, shall become effective from the date of signing of the agreement or from the date of launch of service, whichever is earlier.

a. The term of Agreement shall remain in effect for a period of 5 (five) years or as determined by IRCTC in its own discretion, unless terminated as per the terms of the agreement.

b. TIESP shall request for the renewal of the Agreement beyond the initial term by giving 30 (thirty) days advance written notice to IRCTC of its intention to renew the Agreement. IRCTC shall consider the extension request of TIESP for a period of 5 years or a period at its own discretion and may approve the extension subject to satisfactory performance and no pending dues (ABCC/Penalty, etc.) against TIESP.

c. IRCTC Agreement should be mutually agreed and signed by the TIESP. This agreement may be terminated by IRCTC any time giving two months' notice.

d. The service of the TIESP will be considered for continuation on Year on Year (YoY) basis upon receipt of the request from the TIESP, every year, before the date of expiry of the service which will be considered subject to satisfactory performance, no pending dues (ABCC/Penalty, etc.) and upon submission of valid Security Audit Certificate issued by Cert- In empanelled agency.

e. In case the request for continuation of service is not received from the TIESP or the same is not approved by IRCTC Competent Authority, the services will be suspended.

15.11B. Novation/Assignment: TIESP shall not assign any of its rights or delegate any of its obligations under the Agreement or novate the agreement without the written consent of IRCTC. TIESP shall also submit relevant and necessary information/documents to IRCTC along with the written consent to support its reason for novation/assignment. Subject to satisfaction of IRCTC and in its sole discretion in this regard, an amendment agreement/novation agreement, as may be applicable, shall be entered into between the TIESP, IRCTC and new entity or the

resultant entity, as applicable. Any purported assignment or novation or delegation in violation of this clause shall be null and void. No assignment or novation or delegation relieves TIESP of any of its obligations under this Agreement.”

- 15.11C. Change in Control/Constitution/Charter Documents:** In the event there is any Change in Control/Constitution of the TIESP due to amalgamation, merger, de-merger, takeover, court order, internal reorganization or change in ownership/shareholding pattern etc. or change in charter documents of the TIESP in this regard, the TIESP shall promptly notify in writing to IRCTC and in no event later than 90 [Ninety] days of such change taking effect, along with the supporting documents/information, seeking continuation of the Agreement under this policy, with respect to the said change. Failure to notify within the above time frame by TIESP, IRCTC shall have the right to terminate the Agreement.

(Note: List of documents to be submitted by the Novated or COC TIESP shall be provided by IRCTC upon receipt of such intimation from TIESP)

- 15.12. Indemnity:** TIESP 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.
- 15.13. Arbitration:** The dispute if any shall be resolved through arbitration by way of appointment of sole arbitrator by CMD IRCTC.
- 15.14. 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.
- 15.15. 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.

Whosoever is interested/eligible may send their proposal along with the requisite documents addressed to:

Group General Manager/IT,
IRCTC, Internet Ticketing Centre,
State Entry Road, IRCA Building,
New Delhi – 110005
email id– agentadmin@irctc.co.in
