



NOTIFICATION FOR SELECTION AND SETTING UP OF YATRI TICKET SUVIDHA KENDRA (YTSK) FOR ISSUE OF RESERVED AND UN-RESERVED RAIL TICKETS OVER CHAKRADHARPUR DIVISION OF SOUTH EASTERN RAILWAY.

Notification No.Comml.82/YTSK/CKP Divn/2015

Date: 16.11.2015.

Sr. Divisional Commercial Manager, S.E.Railway Chakradharpur on behalf of the President of India, invites applications for establishment and operation of Yatri Ticket Suvidha Kendra (YTSK) through private participation at Tatanagar over Chakradharpur Division of South Eastern Railway, for issue of Reserved and unreserved tickets.

All authorized Railway ticketing agents, including Rail Travel Service Agents, (RTSAs), Rail Travel Agents (RTAs) and Jansadharan Ticket Booking Sewaks agents (JTBS) of Indian railways and also the ticketing agents appointed by Indian Railway catering and Tourism Corporation (IRCTC), who worked / are currently working, for at least five (5) years are eligible to apply under the scheme of YTSK.

The details of the scheme, along with application form, criteria, eligibility, terms and conditions are placed in the official website of South Eastern Railway www.ser.indianrailways.gov.in. Applicants applying through application forms should be downloaded from the website.

The application along with all the prescribed and relevant documents in a sealed cover may be dropped in the sealed Box kept in the office of The Sr. Divisional Commercial Manager, South Eastern Railway, Chakradharpur. The sealed cover should be super scribed as "Application for Establishment and operation of Yatri Ticket Suvidha Kendra (YTSK) at Tatanagar over Chakradharpur Division of South Eastern Railway".

The date for dropping of application in the sealed Box kept in the office of the Sr. Divisional Commercial Manager's Office, Chakradharpur, 833102 on dated.28.12.2015 between 10.00hrs to 13.00 hrs. The sealed applications shall be opened on 28.12.2015 at 15.30 hrs.

The applicant sent through postal service or any other means shall not be entertained. The application should be as per format.

In case the office is closed due to unprecedented reason, the application will be dropped on the next working day between 10.00 hrs to 13.00 hrs and applications shall be opened at 15.30 hrs.

Railway reserve its right to either cancel the application/contract or reject any or all the application/contract without assigning any reason thereof.

**Sr. Divisional Commercial Manager
South Eastern Railway, Chakradharpur**

APPLICATION FORM

Application for the "Establishment and operation of Yatri Ticket Suvidha Kendra (YTSK) at Tatanagar over Chakradharpur Division of South Eastern Railway".

(Please fill the application in BOLD letters)

Please affix your latest passport size photo.

1	Name of the applicant with Surname	
2	Father's / Husband Name	
3	Permanent Residential Address with PIN code	
4	Contact No. With STD code	Land Line Mobile
5	PERMANENT ACCOUNT NUMBER (PAN).	
6	Whether the applicant has filled IT returns for the last 3 years.	Copy of Pan card to be submitted with application.
7	Details of the previous / existing rail ticketing agency.	Yes / No. If yes, please attach copies of the IT returns for the last 3 years.
	a) Name of the agency.	Proof to be submitted with application.
	b) Place / Station of operation.	
	c) Period of operation	From: To:
	d) Authority by whom the contract was awarded along with date.	
	e) Date of awarding the agency.	
	f) Date of commencement of the agency.	
	g) Date of termination of the Contract	
	h) Reason for termination of contract	
8	Please specify the City/Town and Place with all facilities where the YTSK is proposed to be established.	
9	Whether the proposed premises for setting up of YTSK is self-owned or proposed to be taken for rent / lease.	Proof to be submitted with application.
10	Whether all the necessary and mandatory clearances for setting up of YTSK have been obtained from the appropriate local authorities.	YES / NO If yes, please attach copies of the same.
11	Whether the applicant has been convicted in any criminal case involving moral turpitude.	YES / NO

DECLARATION

I,....., S/o....., R/o.....

Do hereby solemnly affirm and declare that, the information furnished above, is true and correct to the best of my knowledge. If any information furnished by me, is found to be false at any later stage, I am liable for any action initiated by Indian Railways in this regard.

Date:
Place:

(Signature of the Applicant)
Name:

GENERAL CONDITIONS

Application are invited from all the authorized Rail ticketing agents, including RTSAs, RTAs and JTBS agents of Indian Railways and agents appointed by IRCTC and who fulfils the following criteria for setting up of Rail ticketing centre called as Yatri Ticket Suvidha Kendra (YTSK) at Tatanagar of Chakradharpur Division of South Eastern Railway.

1. CRITERIA:

- 1.1 The applicant should have worked as authorized ticketing agent providing railway ticketing (reserved/unreserved) services for passengers of Indian Railways for at least five (5) years.
- 1.2 The applicant should have a Permanent Account Number (PAN) issued by Income-tax authorities and should have filed Income Tax return during the last three (3) years.
- 1.3 The applicant should have an office outside the railway station premises equipped with adequate infrastructure. The applicant should have obtained all necessary and mandatory clearance's regarding the premises from the appropriate local authorities. The premises need to be properly maintained with adequate conveniences and amenities in the vicinity so as to accommodate the visit of sufficient number of customers. The license shall not reduce the facilities or shift his office to any other location without the prior written approval of the Railway administration.
- 1.4 The applicant should not have been convicted in a criminal case involving moral turpitude.
- 1.5 While working as an agent of Indian Railway's ticketing system, the applicant's license should not have been terminated in the past on account of irregularities or violation of the agreement or any of the rule(s) of Indian Railways.

2. TERMS & CONDITIONS FOR ESTABLISHING YTSK.

- 2.1 The selected licensee will be given facility of operating upto four (4) terminals. The limit on numbers of counters to be given to a licensee can be increased by Indian Railways if found necessary.
- 2.2 The cost of establishing, operating, maintaining and periodic system up-gradation of hardware/software required at such reservation centres shall be borne by the licensee. Any default/ non compliance may invite temporary suspension of access to the PRS/UTS system or even termination of license, if the licensee refuses to undertake necessary up-gradation.
 - 2.2.1 The terminals, PCs, ticket printers, modems and multiplexers etc., may be provided and maintained by the Railways through an authorized agency or may be purchased and maintained by the licensees. In case, if any of the above items as per prescribed specifications are procured by the licensees themselves, the nominated Officers of Railways will inspect the Hardware for certification. In case, if any of the above items are supplied and maintained by the Railways, the cost as fixed by the Railways will be borne by the licensees. The licensee will give access to their premises for the Railway's authorized maintenance agency to maintain equipments. The decision on maintenance charges fixed by the Railways will be final and licensee will not dispute the same. The licensee can also undertake maintenance of hardware through their own Engineers. Equipments purchased by the licensee will be maintained by the licensee only.
- 2.3 The licensee will hire and maintain two (2) numbers of data / communication channels between his location and the nearest computerized PRS centre of Railways.
- 2.4 The licensee will set up an office and set up counters on the pattern and standard at par with computerized PRS centres of Indian Railways. The cost and rental of premises (if any) will be borne by the licensee only.
- 2.5 The licensee shall pay system access charges of Rs.1.6 lakh per terminal per annum. These shall be paid by the licensee in advance. The system access charges may be revised by Indian Railway's from time to time.
- 2.6 The licensee will engage his own staff at his own cost for running such ticketing centre(s).
- 2.7 The Railway will supply, free of cost, PRS and UTS ticket rolls of different colour after due accountal. Licensee will bear the cost of non-ticketing stationery.
- 2.8 The licensee will ensure safe custody of PRS/UTS ticket rolls/tickets. Loss/misuse of PRS/UTS ticket rolls/tickets will invite penalty as fixed by the Railway administration for recovery of pecuniary loss suffered by the Railways.
- 2.9 Enquiry services to passengers shall be provided by the licensee free of cost.
- 2.10 Railway administration reserves the right to regulate the access of the licensee to the system for a particulars class, train or route in public interest and/or national security reasons.

3. TIMINGS OF OPERATION:

- a. The timings of operation of terminals in the premises of licensees for general reservation shall be from 09.00 hours to 22.00 hours on week days and from 09.00 hours to 20.00 hours on Sundays for booking of general PRS and UTS tickets.
- b. The booking hours for Tatkal tickets will start from 11.00 hours at these centres or as per timings specified by Ministry of Railways from time to time.
- c. The operating hours of the terminals may be reduced by the licensee to enable closure before the timings indicated above. However this should be done only with prior information by the licensee to Railway Administration. The licensee will display prominently the working hours of ticketing related services in the ticketing area of the YTSK.

4. REGISTRATION FEE, ADVANCE DEPOSIT, BANK GUARANTEE, SECURITY DEPOSIT AND LICENCEE FEE:

- 4.1 Registration Fee: Licensee shall pay a one time non-refundable registration fee of Rs.5 Lakh upon allotment of license. The mode of payment of the registration fee may be in the form of a Demand Draft (DD) or Cash.
- 4.2 Advance Deposit: The licensee would be required to deposit a minimum amount of Rs.5 lakh per counter with the Railways in advance and shall be allowed to issue tickets only upto Rs.4.5 lakh per counter, i.e., the licensee can issue the tickets up to an amount which is Rs.0.50 lakh per counter short of the deposit available with the Railways. The issue of

ticket shall automatically stop as and when the amount of the tickets issued by him reaches Rs.4.50 lakh per counter. The licensee can deposit up to a maximum value of Rs.1 crore for this purpose.

- 4.3 Security Deposit / Bank Guarantee: The licensee would be required to keep an interest free Security Deposit of Rs.2 lakh per port subject to a maximum of Rs.5 lakh with the Railways. Such security deposit can be in the form of a bank guarantee by a scheduled bank or in the form of a cash deposit/cheque/demand draft with the Railways. This Security Deposit shall be liable to be forfeited in the event of breach of any of the clauses of the agreement.

5. REVENUE SHARING:

- 5.1 The licensee shall share the revenue which is essentially the service charges levied on the customer for booking or cancellation of tickets. The licensee shall share 25% of the service charges levied on the customer for booking/cancellation of reserved tickets.

- 5.2 25% of the service charges collected by the licensee from the passengers shall be credited to Railways account at the time of booking/cancellation of reserved tickets.

- 5.3 Licensees shall levy Rs.1/- per passenger as service charges on the booking of unreserved tickets by the customers. There shall be no revenue sharing arrangement in case of tickets sold through unreserved ticketing system.

- 5.4 The service charges so collected by the licensee on account of selling unreserved UTS ticket shall be entirely retained by the licensee.

- 5.5 This revenue sharing model shall be applicable for one year. After the period of one year, Indian Railways shall review the revenue sharing formula based on the response to the scheme and the volume of business generated under the scheme.

6. TENURE OF THE LICENCE:

- 6.1 The initial tenure shall be for a period of 3 years. The licensee shall pay licence fee @ RS.5000/- per counter per annum to Indian Railways. The license can be renewed for one year at a time after expiry of its existing tenure subject to the satisfaction of the competent authority and as per the extant policy prevalent during the period of renewal.

7. SERVICE CHARGES (COMMISSION):

The service charges will be charged by the licensee as notified by the Railway administration from time to time. The service charges notified for the present are as under:

Class of Ticket	Service Charge
2S & SLEEPER	Rs.30/- per Passenger
All Other Classes	Rs.40/- per passenger

The commission / service charge shall be printed on the ticket(s).

- 7.1 The Service charges for cancellation shall be 50% of the charges prescribed for booking.

- 7.2 The licensee shall display the information regarding the opening and closure timings of the YTSK and the rate of service charges for different class of passengers at prominent locations bilingually.

8. GUARD AGAINST MALPRACTICE:

- 8.1 Adequate system security provisions shall be in-built in the system to preclude the possibility of disruption by virus/unauthorized access etc.,

- 8.2 The facility of block booking, modification, change of name, age, gender etc., will not be permitted. However, the facility of postponement/advancing of ticket will be available.

- 8.3 The licensee will be allowed to cancel only the tickets issued by the YTSK license. However, the YTSK tickets can be cancelled at PRS centres also.

- 8.4 The cancellation charges will be credited to the Railways but the licensee will be allowed to charge commission for cancellation from the passengers at the rate fixed by the Railways in terms of Para 7.

- 8.5 The licensee will not deal with any type of concession vouchers, etc.

- 8.6 A separate code number will be allotted to these licensees and the code number will appear on the ticket itself. There will be two passwords, one supervisory password which will be controlled by the Railways, and the other, operator password, which will be controlled by the licensee.

- 8.7 The colour of the ticket roll issued to licensees will be distinct.

- 8.8 The fare value, the service charges, etc. realized will appear on the ticket to avoid over-charging by the licensee. In case of cancellation, the cancellation charges payable to Indian Railways and cancellation commission payable to the licensee shall be indicated on the cancellation ticket.

- 8.9 Any case of violation of provisions of the agreement or the rules on Indian Railways by the licensee would invite deterrent punishment by way of penalties which may include termination of license after due notice. The minimum amount of penalty will be Rs. 50,000/- per violation. In case of repeated violation, the Competent Authority can examine the feasibility of terminating the license.

9. OTHER CONDITIONS:

- 9.1 Railway administration will prescribe the statements / returns to be submitted by the licensees to the Railways. The details of these returns, periodicity of these reports / returns will be specified in the model agreement to be issued by Railway Board.

- 9.2 Licensee shall maintain all the registers / books and returns as required under the scheme. In addition, he shall also be asked to maintain such documents / registers as are considered necessary by the Railway Administration for verification purpose.

- 9.3 Statements of Refund (Cancelled) tickets and non-issued ticket for above terminals must reach the Traffic Accounts Office (Dy.CAO (TA)), office next working day without fail.

- 9.4 The balance sheet and passenger classification for the privately owned terminals must be signed by the authorized licensee and his authorized signatory (ies) whose signatures must be available in the Traffic Accounts Office (Dy.CAO(TA)). These must be submitted regularly in Traffic Accounts Office of the concerned Zonal Railway.
- 9.5 Railway Administration shall have the right to inspect the office of the licensee at any time during the business hours and for this purpose, Railway Administration may depute any person as deemed fit. In order to maintain vigil on any spurious elements tending to indulge in malpractices at these centres the Licensee shall make provision of CCTV/IPTV at the YTSK. The footage of the CCTV/IPTV shall be preserved for at least one month and access to such data shall be provided to inspection officials on demand.
- 9.6 The licensee shall be subjected to all the supervisory checks carried out from Railways PRS terminals or any supervision provided for internet system.
- 9.7 Fortnightly statements of tickets issued by the licensees would be analyzed by the Railways with a view to ascertain if any unusual pattern of issue ticket by the particulars licensee is indicated.
- 9.8 In case the YTSK scheme is withdrawn, the licensee shall be free to apply for license under any prevailing scheme of ticketing of Indian Railways subject to eligibility.
- 9.9 Transfer of License: In case of death of licensee during the validity of the tenure, license will be transferred to the legal heir only for the remaining period of the tenure of the licensee.
- 9.10 For implementation of the scheme, an agreement will be signed between the Competent Authority and the selected ticketing agent.
- 9.11 The application in a sealed cover may be dropped in the sealed Box kept in the office of Sr. Divl. Comm. Manager, S.E.Rly, Chakradharpur duly superscribed as "Application for Establishment and operation of Yatri Ticket Suvidha Kendra (YTSK) at Tatanagar over Chakradharpur Division of South Eastern Railway" up to 13.00 hrs on 28.12.2015.
- 9.13 Application dropped after closure i.e. 13.00 hours on 28.12.2015, will not be accepted or considered.
- 9.14 Railway administration is not responsible for submission of application through postal.

N.B.: Besides this you may follow the other Terms & Condition which have been stipulated in the enclosed format of agreement paper.

DRAFT AGREEMENT

This agreement made at..... on this day..... Between President of India acting through the Chief Commercial Manager/Chief Commercial Manager (Passenger Services)/Chief Commercial Manager (Passenger Marketing) of the Zonal Railways (which expression include his successor and assigns in office herein called the Railways of the One part.

AND

The Messers.....having registered office at.....(which expression shall include their successors and assigns in office), herein called the Licensee of the Second part.

INTRODUCTION

Whereas the licensee has been permitted to established and operate Yatri Ticket Suvidha Kendra on Public Private Partnership (PPP) basis (here onwards know as YTSK) for the sale of railway tickets through computerized Passenger Reservation System (PRS) cum Unreserved Ticketing System (UTS) terminals. Such of the licensees who have been authorized to operate YTSK on PPP basis shall be known as Yatri Ticket Suvidha Kendra Licensee (here onwards known as YTSKL). It is now hereby agreed by and between the YTSKL and the Government as follows:

1. The Government hereby authorizes the YTSKL to establish and operate YTSK for sale of railway tickets through computerized PRS cum UTS terminals as per the terms and conditions contained herein and the schedules hereto which shall form part of this agreement. The licensee undertakes to issue the tickets in accordance with the conditions and rules specified therein and further subject to the rules relating to them from time to time in the Indian Railway Conference Association Coaching Tariff and the publications or instructions of the railway.
2. **TERMS & CONDITIONS OF OPERATION**

The licensee shall be given facility of operating upto four terminals. However, the limit on number of counters to be given to a licensee can be increased by Indian Railways if found necessary.
- i. The cost of establishing, operating, maintaining and periodic system upgradation of hardware/software required at such reservation centers shall be borne by the licensee. Any default/non compliance may invite temporary suspension of access to the PRS/UTS system or even termination of the license if the licensee refuses to undertake necessary upgradation.
- ii. The terminals, Computers, ticket printers, modems and multiplexers etc., may be provided and maintained by the railways through an unauthorized agency or may be purchased and maintained by the licensees.
- iii. In case if any of these items as per prescribed specifications are procured by the licensees themselves, the officers of Railways will inspect the Hardware for certification.
- iv. In case any of these items are supplied and maintained by the railways, the cost as fixed by the Railways will be borne by the licensees. In this case the licensee will give access to their premises for the railway's authorized maintenance agency to maintain equipments as prescribed for in this agreement.
- v. The decision on maintenance charges fixed by the railways will be final and licensee will not dispute the same.
- vi. The licensee can also undertake maintenance of hardware through their own Engineers. However, equipments purchased by the licensee will be maintained by the licensee only.
3. The licensee will hire and maintain two numbers of data/communication channels between his location and the nearest computerized PRS centre of the Railways.
4. The licensee will set up an office and set up counters on the pattern and standard at par with computerized PRS CENTRES of Indian Railways. The cost and rental of premises (if any) will be borne by the licensee only.
5. The licensee shall pay system access charges of Rs.1.6 lakhs per terminals per annum. These shall be paid by the licensee in advance. The system access charges will be revised by Indian Railways from time to time. The licensee will engage his/her own staff at his/her own cost for running YTSK.
6. The Railway will supply, free of cost, only PRS/UTS tickets rolls of different colour after due accountal. However, the licensee will bear the cost of non-ticketing stationery.
7. The licensee will ensure safe custody of PRS/UTS ticket rolls/tickets. Loss/misuse of PRS/UTS ticket rolls/tickets will invite penalty as fixed by the Railway administration for recovery of pecuniary loss suffered by the Railways.
- 7.1 As per extant Rules, for loss of PRS ticket rolls/tickets, debit, equivalent to fare of the farthest distance by highest class of train for six adult passengers per ticket lost shall be raised. In case of loss/misuse of UTS tickets, the debit will be raised at the rate equivalent to 2nd class Mail/Express fare of four adult passengers for farthest destination in the system.
8. **SERVICE CHARGES (COMMISSION)**

The licensee shall have the right to levy service charges at the rate of Rs.30/- per passenger for 2S and Sleeper classes and Rs.40/- per passenger for other classes or at a rate notified by Railways from time to time.
- 8.1 The commission/service charges shall be printed on the ticket(s).
- 8.2 The rate of service charges for cancellation shall be equivalent to 50% of the charges prescribed for booking of tickets of that particular class.
- 8.3 The licensee shall display the information regarding the rate of service charges for different class of passengers at prominent locations in English, Hindi and regional language.
9. **WORKING INSTRUCTIONS**
- i. Detailed procedure order for issue and accountal of PRS/UTS tickets rolls or any other money value document will be prepared by the Zonal Railways and will be binding on the licensee as per guidelines provided in the scheme as well as this agreement.

- ii. Indenting of such tickets will be done by the licensee according to the procedure prescribed by the Zonal Railway from time to time. In this procedure, the nominated commercial officer of Zonal Railway preferably CCM(PM) will make an assessment of average sale of tickets by the travel agents and ticket rolls equivalent of monthly sale will be supplied under clear signatures. The ticket roll number and any other identification will be recorded in a register with CCM(PM)/CCM(PS) and the signatures of the licensee will be obtained.
- iii. Any manipulation in ticket rolls will be considered to be a serious default for which license is liable to be terminated.
- iv. Licensee will ensure that the staff engaged for manning the ticketing terminal(s) possess such qualification as prescribed by the Railways for Enquiry Cum reservation Clerk (ECRC). Railway Administration shall impart training to Terminal Operators of the Licensee at Railway's own cost and the licensee will ensure that only such trained staff mans the counters.
- v. Licensee will ensure that the reservations are done strictly in accordance with the instructions issued by the RAILWAY ADMINISTRATION from time to time.
- vi. The licensee is permitted to issue and cancel only those tickets issued by him or other YTSK up to the time of preparation of reservation chart and within the working hours indicated in this agreement and as restricted from time to time. The Railway, however, can cancel and grant refund on any ticket issued by a YTSK. In case of unreserved tickets, cancellation is not permitted at YTSK. Cancellation of unreserved tickets issued by YTSK and the refund (if any) is to be done by the serving station as per refund rules in force, after verifying the genuineness of such ticket.
- vii. Licensee will not be permitted to book tickets against Defence Department quota and Foreign Tourist quota. No emergency quota will be released on the tickets booked from the licensee.
- viii. The facility of block booking. Modification, change of name, age, sex, special cancellation etc., will not be permitted. However, preponement and postponement of date, train, class will be permitted.
- ix. Non-issued tickets and tickets cancelled prior to preparation of reservation charts must be handed over along with summary of transaction in PRS office, by next working day as per the procedure order to be finalized by zonal railway concerned based on the scheme as well as draft agreement. Failure to deposit these tickets by YTSKL will result in stoppage of facility of issue of tickets by YTSKL and further action as provided in para 22 below.
- x. Requisition slips – Date and Terminal wise shall be handed over at the nominated PRS centre along with summary by the next working day as per the procedure order to be finalized by zonal railway concerned based on the scheme as well as draft agreement.
- xi. No group booking will be permitted on YTSKL terminals.
- xii. Refund on tickets issued from YTSKL terminal after the preparation of chart will be admissible only from railway terminals as per extant rules.
- xiii. The facility of making the ticket as 'non-issued' shall not be made available to YTSKL. In case of any mistake, the said tickets should be forwarded by the YTSKL to the concerned serving station where its transactions are controlled and cancelled, duly paying the cancellation charges by the YTSKL.
- xiv. Tickets issued from YTSKL terminals will have identification mark on the reservation chart.
- xv. Only fully paid tickets in Indian currency will be issued from YTSKL terminals and such terminals will not issue tickets on any type of concession vouchers, High Official Requisition (HOR) forms, Identity Cards issued to Member of Parliaments, rail travel coupons issued to Members of Legislative Assembly of various states, freedom fighter card, free passes, Indrail pass etc.
- xvi. No reservation will be permissible on pre-bought tickets.
- xvii. Enquiry services to passengers shall be provided by these licensees free of cost.
- xviii. The licensee(s) shall maintain for himself/themselves or his/their duly approved manager and his/their staff an Attendance Register wherein shall be marked the daily attendance of each individual member of the staff by name (including himself/themselves or the duly approved Manager). The register shall be available for inspection by the Nominated Officer and any other officer of the Railway Administration.
- xix. The licensee(s) shall not in any capacity employ any persons of bad character or any persons whose antecedents have not been investigated by the Police Authorities and shall issue an appointment certificate which shall contain photograph of the employee specifying the employee's name, father's name, address and the place at which employed, with his/her left/right hand rolled thumb impression affixed there on in printer's ink which he/she will carry with him/her while on duty. The expenses for such verification to be borne by the licensee(s).
10. Railway administration reserves the right to regulate the access of the licensee to the system for a particular class, train or route in public interest.
11. TIMINGS OF OPERATION:
 - i. The timing of operations of terminals in the premises of licensees for general reservation shall be from 09.00 hours to 22.00 hours on week days and from 09.00 hours to 20.00 hours on Sundays for booking general PRS and UTS tickets.
 - ii. The booking hours for Tatkal tickets will start from 11:00 hours at these centres or as per timings specified by Ministry of Railways from time to time.
 - iii. The operating hours of the terminals may be reduced by the licensee to enable closure before the timings indicated above. However, this should be done only with prior information by the licensee to railway administration.
 - iv. The licensee will display prominently the working hours of ticketing related services in the ticketing area of the YTSK.
 - v. In case of shut down for maintenance or otherwise, the Railway Administration shall give intimation in advance as far as possible. No liability of any kind will accrue to Railway on this account.
12. SHIFTING OF PREMISES: The licensee shall not reduce the facilities or shift this office to any other location without the prior written approval of the CCM/CCM(PM)/CCM(PS) of concerned Zonal Railway.
13. FINANCIALS – ADVANCE DEPOSIT, BANK GUARANTEE, SECURITY DEPOSIT AND LICENSE FEE.

- 13.1 Registration Fee: Licensee shall pay a one time non-refundable registration fee of Rs.5 lakh upon allotment of license. The licensee(s) shall not be entitled to any refund of license fees in case of termination of license for unsatisfactory service.
- 13.2 Security Deposit / Bank Guarantee
- i. The licensee would keep an interest free security deposit of Rs.2 lakh per portal subject to a maximum of Rs.5 lakh with the Railways. Such security deposit can be in the form of a bank guarantee by a scheduled bank or in the form of a cash deposit/demand draft with the railways. This security deposit shall be liable to be forfeited in the event of breach of any of the clauses of the Agreement.
 - ii. The security deposit is liable to be adjusted or realized towards payment of any amount due to Government by the licensee including penalties and where this is done, the licensee may, at the discretion of the Government, be allowed to commence sales only after the licensee has provided further security deposit equal to the entire amount of security deposit as prescribed. The Government shall not be liable to pay interest on the security deposit.
 - iii. The security deposit shall on expiry of this agreement be refunded after realizing there from all amounts due by the licensee to the Government either as sale proceeds of tickets, penalties or otherwise whatsoever and accounts adjusted. The decision of the Government as to the amount due to the Government by the licensee on this account shall be final and binding on the licensee. Security Deposit shall stand forfeited in case of breach of contract and or termination of the licence due to unsatisfactory service.
- 13.3 Advance Deposit: The licensee would deposit a minimum amount of Rs.5 lakh per counter with the Railways in advance shall be allowed to issue tickets only up to Rs.4.5 lakh per counter, i.e., the licensee can issue the tickets up to an amount which is Rs.0.50 lakh per counter short of the deposit available with the Railways. The issue of ticket shall automatically stop as and when the amount of the tickets issued by him reaches Rs.4.50 lakh per counter. This features shall be in-built in the software. The licensee shall replenish the deposit by next working day from the day on which the advance is reduced to the minimum limit. The licensee can replenish the consumed amount up to a maximum value of Rs.1 crore.
- 13.4 Procedure for collection/updation of deposit made by YTSKL.
- i. The Railway administration will nominate a Chief Booking Supervisor (CBS) to collect cash/demand draft from YTSKL and a Chief Reservation Supervisor (CRS) for updating the account of YTSKL on PRS system.
 - ii. YTSKL will deposit Rs.5 lakhs per terminal with cash office/station of the concerned Zonal Railway for commencing sale of tickets.
 - iii. YTSKL will produce money receipt issued by cash office/station to CRS nominated for the purpose, who after verification of the same, will authorize commencement of issue of tickets in the system.
 - iv. A separate captive menu account to login the system will be given to nominated CRS who will update the deposit account for YTSKL after collecting and verifying correctness and genuineness of amount and Money Receipt. The station foil and other records will be maintained by the CRS. A separate Money Receipt register will be maintained by CRS to that effect for each YTSKL.
 - v. Assistance Commercial Manager (Reservation) will monitor on daily basis the amount accounted for in the system with the money receipt of YTSKL for its correctness and should certify that the amount has been reconciled and found correct. TIAs Cell will also carry out a regular check on this aspect.
- 13.5 Deposit of Day-to-Day earnings by YTSKL.
- i. At the end of each shift every day, the YTSKL will print out a summary of the transaction for each terminals showing details of tickets issued, cancelled, amount earned, refunded and net amount. The total amount (less share of YTSKL in the service charges) will be added together while depositing the cash/demand draft to CBS by each YTSKL of each day's earnings in cash by the nominated time.
 - ii. The summary so generated by YTSKL shall give details of booking done, booking amount, cancellation, refund, YTSKL service charge and net amount payable to Railways (excluding YTSKL's portion of service charge).
 - iii. The YTSKLs will deposit the earnings in cash/demand draft along with transaction summary with Chief Booking Superintendent (CBS), as per timings prescribed by the Railway administration, irrespective of holidays/Sundays etc.
 - iv. CBS in turn will issue a Money Receipt (MR) for the amount realized by denoting YTSKL name and code. The MR book for YTSKL will be in four foils viz.
 1. Accounts foil (original),
 2. Customer (YTSKL) foil,
 3. CRS foil, and
 4. Record foil.
 - v. The CRS foil will be handed over to CRS by CBS directly and YTSKL foil will be handed over to the YTSKL.
 - vi. At those locations where cash deposited is being accounted for through Unreserved Ticketing System (UTS) terminals, two copies of money receipts will be taken out from UTS by CBS, one of which will be given to CRS and the second copy will be given to YTSKL.
 - vii. YTSKL will deposit with CRS, the Money Receipt (MR) (manual or that taken out through UTS), the summary of the transactions as mentioned in para (ii) above along with refunded tickets and requisition slips of that shift. CRS will verify the summary by putting in stamp and signature with distinct name. In case there is any discrepancy, the same will be sorted out by CRS and the account of YTSKL will be updated by CRS with the amount deposited by CBS as indicated in the receipt.
- 13.6 Daily cash and its Accountal (Shift-wise)
- i. The CBS will maintain a manuscript register, in which he will enter the Money Receipt (MR) books number from the office of the concerned DRM.

- ii. The CBS will maintain a separate Money Receipt book only for YTSKs so that Accounts can cross-verify the same periodically. The amount deposited by each YTSK will be deposited to Railway's account along with other station cash on daily basis by CBS. CBS will daily submit date wise & YTSK terminal wise details of money deposited by each YTSK with Money Receipt details to Traffic Accounts along with Accounts foil. The code number given to the individual YTSKs will be mentioned on the Money Receipt.
 - iii. The CBS will issue the money receipt to the YTSK for the amount remitted by the YTSK as per DTC summary. CBS will sign & stamp the summary which will be produced by YTSK to CRS and will preserve it for 05 years. The preservation period of DTC summaries so retained will be subject to review by the competent authority.
 - iv. If the cash/demand draft is not deposited in time, the operation of all the terminals of that YTSK will be suspended, temporarily till the amount is deposited along with cancelled/non-issue tickets and requisition slips, by CCM(PM) without further notice. A log book will be maintained and this aspect should be noted by TIA during his regular and periodical checks.
 - v. All the amounts collected from YTSK will be accounted for by CBS under the head YTSK deposits on day to day basis and all the collections from each YTSK are to be maintained separately day wise.
14. COMMISSION & REVENUE SHARING :
- The licensee shall share the revenue which is essentially the service charges levied on the customer for the booking or cancellation of tickets. The licensee shall share 25% of the service charges levied on the customer for booking/cancellation of reserved tickets with concerned Zonal Railways.
- i. 25% of the service charges collected by the licensee from the passengers shall be credited to Railways account at the time of booking/cancellation of reserved tickets.
 - ii. Licensees shall levy one rupee per passenger as service charges on booking of unreserved tickets by the customers which is at par with the charges levied by JTBS. There shall be no revenue sharing arrangement in case of tickets sold through unreserved ticketing system.
 - iii. The service charges so collected by the licensee on account of selling unreserved UTS tickets shall be entirely retained by the licensee.
 - iv. This revenue sharing model shall be applicable for one year. After the period of one year, the Indian Railways shall review the revenue sharing formula based on the response to the scheme and the volume of business generated under the scheme.
 - v. The efficacy of the system of revenue sharing should be reviewed every quarter jointly by Accounts and Commercial Departments to ensure that due revenue share accrues to Railways.
 - vi. The licensee shall display the information regarding the opening times of the counters and the rate of service charges for different class of passengers at prominent locations bilingually.
15. TENURE OF THE LICENCE: The tenure of the licence shall be for a period of 03 years. The licensee shall pay license fee @ Rs.5,000/- per counter per annum to Indian Railways. The license can be renewed after expiry of its existing tenure subject to the satisfaction of the competent authority and as per the extant policy prevalent during the period of renewal.
16. GUARD AGAINST MALPRACTICES:
- i. Adequate system security provisions shall be in-built in the system to preclude the possibility of disruption by virus/unauthorised access.
 - ii. In order to guard against malpractices, the facility of block booking, modification, change of name, age, sex, etc. Will not be permitted. However, the facility of postponement/advancing of ticket will be available.
 - iii. The licensee will be allowed to cancel only the tickets issued by the YTSK licensee. However, the YTSK tickets can be cancelled at PRS centres also.
 - iv. The cancellation charges will be credited to the Railways but the licensee will be allowed to charge commission for cancellation from the passengers at the rate fixed by the licensee in terms of Para-8.
 - v. These licensees will not deal with any type of concession vouchers, etc. Viz. Student concession, Pass, PTO etc.
 - vi. A separate code number will be allotted to these licensees and the code number will appear on the ticket itself. There will be two passwords, one supervisory password which will be controlled by the Railways and the other, operator password, which will be controlled by the licensee.
 - vii. The colour of ticket roll issued to licensees will be distinct.
 - viii. The fire value, the service charges, etc. Realised will appear on the ticket to avoid over charging by the licensee. In case of cancellation, the cancellation charges payable to Indian Railways and cancellation commission payable to the licensee shall be indicated on the cancellation ticket.
17. MAINTENANCE OF REGISTERS, SUBMISSION OF RETURNS AND CHECKS BY ACCOUNTS & COMMERCIAL OFFICERS, ETC.
- i. For the purpose of the adjustment of accounts, the licensee shall submit to Traffic Accounts Office of the Zonal Railways within five working days after the close of the each 10 days period, account showing particulars of tickets issued during the period and also similar statement will be produced by PRS CUM UTS system with code of the licensee and sent to FA & CAO (T). Discrepancies and items in dispute shall be adjusted after the two statements have been cross checked. If there is no traffic during any 10 days period, a nil statement showing the closing number of tickets on hand will be sent to the FA & CAO (T) of the Zonal Railway. A detailed Joint Accounts & Commercial Departments Procedure order for accountal and issue of tickets will be issued separately and modified from time to time by the Railway Administration (Zonal Railway) for strict compliance by Railway staff and the YTSK, as per guidelines provided in the scheme as well as this agreement. The licensee shall have to abide by the modified terms.
 - ii. Offices of the licensee are liable to be inspected by the representatives of the Account/Commercial Department and the statutory audit or such other representative of the Government at such intervals as the Government may decide. The licensee

- shall permit full access to all relevant records and render all necessary assistance for their checks and inspection as may be required by such representatives.
- iii. Railway Administration will prescribe the formats for statements/returns to be submitted by the licensees to the Railways. The details of these returns, periodicity of these reports/returns will also be finalized by the Railways in consultation with FA & CAO/Zonal Railways.
 - iv. If the licensee fails to submit the accounts and statement as envisaged in Para above showing particulars of tickets issued and the stock on the due dates and deposit the non issued and cancelled tickets etc., to Railways or commits a breach of any of the terms and conditions of the agreement or of the schedules hereto annexed, the Government shall without prejudice to any other rights but in addition thereto, be entitled to stop the sale of any ticket etc. Hereunder and to seize after making an inventory, the stock of tickets etc. Lying with the licensee. The Government shall also be entitled to terminate the agreement forthwith. On termination the entire amount that may be payable by the licensee to the Government shall become payable forthwith and the licensee shall forthwith pay such amount. The decision of the Government or its authorized officer of Railways as to whether the licensee has committed any breach or not shall be final and binding on the licensee.
 - v. Licensee shall maintain all the registers/books and returns as required under the scheme. In addition, he shall also be asked to maintain such documents/registers as are considered necessary by the railway administration for verification purpose.
 - vi. Statements of refund (cancelled) tickets and non-issued ticket for above terminals must reach the Traffic Accounts office next working day without fail.
 - vii. The balance sheet and passenger classification for the privately owned terminals must be signed by the authorised licensee and his authorised signatory(ies) whose signatures must be available in the Traffic Accounts office. These must be submitted regularly in Traffic Accounts office as per time schedule stipulated by CCM in consultation with FA & CAO.
 - viii. Railway Administration shall have the right to inspect the office of the licensee at any time during the business hours and for this purpose, Railway Administration may depute any person as deemed fit. In order to maintain vigil on any spurious elements tending to indulge in malpractices at these centres the Licensee shall make provision of CCTV/IPTV at the YTSK(s). The footages of CCTV/IPTV shall be preserved for at least one month and access to such data shall be provided to inspection official(s) on demand.
 - ix. Performance of service being rendered by the licensee shall be reviewed from time to time by conducting surveys and by visits and inspection of Commercial and Accounts Officers, etc.
 - x. The licensee shall be subjected to all the supervisory checks carried out for Railway PRS terminals or any other supervision required for internet system.
 - xi. Fortnightly statements of tickets issued by the licensees would be analysed by the Railways with a view to ascertain if any unusual pattern of issue of ticket by the particular licensee is indicated.
18. TRANSFER OF LICENCE:
The license shall be non-transferable, provided that in case of death of an agent, the license may be transferred to his/her legal heir on a request made in writing for the unexpired period only of the license by the competent authority and the legal heir shall be eligible to apply for renewal of the said licence in accordance with the provisions of rules, as applicable at the time of renewal.
19. INDEMNITY CLAUSE
The licensee shall be entirely and wholly responsible for all losses or damages that may be suffered by the Government by any act of omission or commission of the licensee or his servants or agents and shall indemnify and keep indemnified and harmless the Government against or in respect of all such losses or damages or costs, if any, incurred by the Government in regard thereto. The licensees shall give an Indemnity Bond to this effect.
20. PRESERVATION OF RECORDS
The licensee shall preserve all records connected for the railway booking for a period not less than 5 years. Where, however, the records are required in connection with court case or for any reason what so ever, the licensee shall preserve them for such period as is required by the Government to be kept for a long period by the Government.
21. PENALTIES
- i. Without prejudice to any other rights and remedies of the Government under this agreement or in law, the government shall have the right to impose at its sole discretion liquidated damages to the licensee in following irregularities/defaults –
 - a) Pecuniary losses to the Government due to licensee's fault (s).
 - b) Delays and / or irregularities leading to loss of the Government revenue.
 - c) Malpractices causing loss to the railways or to the customers/passengers.
 - d) Levy of service charges beyond the ceiling limit stipulated by the Railway administration and service charges decided and displayed at the YTSK by the YTSKL.
 - e) Any other substantiated case of irregularity/malpractice.
 - f) Non compliance of any of the terms of the agreement.
22. TERMINATION
- i) Any case of violation of provisions of the agreement or the rules of Indian Railways by the licensee would invite deterrent punishment by way of penalties equivalent to minimum of Rs.50,000/- which may include termination of licence.
 - ii) The agreement shall, subject to the provisions herein contained remain in force for w.e.f. and expire on provided that either/other party shall be at liberty to terminate the same earlier by giving one month's notice in writing to the other without assigning any reason where from the accounts shall be adjusted.
 - iii) In the event of unsatisfactory service or any failure at any time on the part of the licensee(s) to carry out the terms and provisions of this Agreement to the satisfaction of the Railway Administration (who shall be the sole judge and whose decision

shall be final) it shall be optional to the Railway Administration of forthwith terminate this Agreement without any previous notice to the licensee(s) and in case of such termination the security deposit mentioned in Clause 13.2 shall be forfeited to the Railway Administration and the licensee(s) shall have not claim whatsoever against the Railway Administration or any of its official in consequence of such termination of this agreement.

- iv) The Railway Administration shall be entitled at any time forthwith to terminate this agreement without notice in any of the following events, that is to say (a) in the event of Licensee(s) being an individual or if a firm any partner in the Licensee(s) firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effect or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or in the event of Licensees being a company if the company shall pass any resolution or be wound up, either compulsorily or voluntarily.
- v) This agreement may also be terminated by either party giving to each other not less than one month's notice in writing without assigning any reasons.
- vi) The expenses of preparing, stamping under stamp duty act and executing this Agreement shall be borne solely by the licensee(s) and be payable to the Railway Administration, immediately on demand being made therefore.
- vii) Except hereby otherwise provided, any verbal or written arrangement abandoning, varying or supplementing this Agreement or any of the terms hereof shall not be binding on the Railway Administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the licensee(s) and duly executed on behalf of the President of India in accordance with the provisions of Article 299 (1) of the Constitution.
- viii) Any notice to be served on the licensee(s) shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the licensee(s) at his/their registered office or last known place of business at Any notice to be served by the Licensee(s) on the Railway Administration shall be deemed to be sufficiently served if left at the office of or sent by registered post addressed to the of Railway.
- ix. All questions, disputes and/or differences arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect of these presents (except as to matters the decision whereof is otherwise herein before expressly provided for) shall be governed by Arbitration & Conciliation Act 1996 and shall be referred to a sole arbitrator to be appointed by General Manager for the time being of the Railway. There will be no objection to any such appointment of the arbitrator so appointed is a Government servant and that he has to deal with the matters to which this agreement relates and that in the course of his duties as such Government servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties hereto.
- x. Subject as otherwise provided in this contract all notices to be given on behalf of the Railway Administration and all other action to be taken on behalf of the Railway Administration may be given or taken Railway or any officer for the time being entrusted with the functions, duties and powers of the said The sole liability of complying with all statutory norms prescribed guidelines and regulations by the competent authorities is of the licensee concerned. No claims whatsoever on any account shall be raised against the Railways for non-compliance of any statutory provisions including labour laws.
- xi. There shall be a clause in the appointment letter of the employees of Licensee that they shall not claim to be employees of Railway. The employees shall be of the licensee, and the said licensee shall be only responsible to the employees for all his acts.

23. LIABILITY OF RAILWAYS:

In any contingency, if the Railway Administration is required to pay such amounts, the same will be adjusted from the security deposit of the agents.

24. FORCE MAJEURE:

Neither Railway nor the licensee shall be liable to each other for any failure to comply, or in any delay in complying with any obligation under or pursuant to this Agreement to the extent that such failure or delay has been caused directly by any event of Force Majeure.

In witness where of Shri of Railway for and on behalf of the President and Shri of the said have hereunto set their hands the day and year above written.

For and on behalf of the President of India

Witness to the
Signature of the
Sr. Divisional Commercial Manager
S. E. Railway,
Chakradharpur

.....

Witness to the signatures
of the licensee.

Signature of the licensee