

West Central Railway (Commercial Department)

No. C/JBP/YTSK/477/2022

Date:-22.02.2022

Notice no.01/2022 Jabalpur, dated-22.02.2022 commercial Branch, Jabalpur

Divisional Railway Manager (Commercial), Jabalpur Division West Central Railway for and on behalf of the President of India, invites applications from the authorized ticketing agents appointed by Railways including JTBS, STBA and agents appointed by IRCTC (at least 2 years experience is compulsory) for establishment & operation of Computerized Passenger Reservation System (PRS) cum Unreserved Ticket System (UTS) terminals which shall be called as “Yatri Ticket Suvidha Kendra” (YTSK) over jurisdiction of Jabalpur Division West Central Railway. Interested persons fulfilling the laid down conditions may apply.

The details of the scheme, along with application form, criteria, eligibility, terms and conditions are placed in the official website of West Central Railway www.wcr.indianrailways.gov.in. Cost of application form is Rs. 1000/- which will be accepted in the form of demand draft, issued by any nationalized bank in favour of "Senior Divisional Finance manager Jabalpur WCR". The applications along with all the prescribed and relevant documents in a sealed cover may be submitted in the office of Divisional Railway Manager (Commercial), Jabalpur Division West Central Railway. The sealed cover should be super scribed as "Application for establishment of “Yatri Ticket Suvidha Kendra” (YTSK) at(Name of Station/City).

The last date for Submission of applications is on or before 15.00 hours of 23.03.2022

Applications received after 15.00 hours of 23.03.2022, will not be accepted. Application will be opened on 15-30 hours on 23.03.2022

Address:

Divisional Railway Manager (Commercial),
Divisional Railway Manager's office building
West Central Railway
Jabalpur (MP)-482001

Notice Inviting Applications

West Central Railway
No. 01/2022

DRM(C)/JBP
Date- 22/02/2022

Invitation of applications for authorization of Yatri Ticket Suidha Kendra (YTSK) over West Central Railway Jabalpur Division.

Divisional Railway Manager(Commercial) Jabalpur Division, West Central Railway, for and on behalf of the President of India, invites applications from the authorized ticketing agents appointed by Railways including JTBS, STBA and agents appointed by IRCTC for establishment & operation of Computerized Passenger Reservation System cum Unreserved Ticket System (PRS Cum UTS) terminals which shall be called as Yatri Ticket Suidha Kendra (YTSK) over jurisdiction of West Central Railway.

Interested persons fulfilling the laid down conditions may apply in the prescribed format enclosed as "Annexure-A"

1. ELIGIBILITY CONDITIONS:

I EXPERIENCE:

- i) Applicant should have worked as authorized ticketing agents appointed by Railways/IRCTC (i.e. JTBS/STBA/IRCTC Agents) providing railway ticketing (PRS/UTS) services for passengers of Indian Railways for at least two years. Applicant should submit attested copy of letter of Allotment of the license issued by the Railways/IRCTC and copy of agreement with Railways/RCTC in this regard.
- ii) While working as an agent of Indian Railways ticketing system, the applicant's license should not have been terminated in the past on account of irregularities of violation of the agreement or any of the rules(s) of Indian Railways.

II INCOME TAX RETURN:

Applicant should have a Permanent Account Number (PAN) issued by Income-tax authorities and should have filed income Tax return during the last three years. The copy of PAN Card and last three year ITR should be submitted along with application.

III OFFICE:

- i) Applicant should have an office and premises outside the railway station premises equipped with adequate infrastructure such as adequate sitting arrangements, toilet facility etc. for the client.
- ii) 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 (standards of ideal booking/PRS counter is enclosed as "Annexure-B"). The cost and rental of premises (if any) will be borne by the applicant only. The licensee shall not reduce the facilities or shift this office to any other location without the prior written approval of the Railway Administration.
- iii) The premises should be owned/leased/rent (relevant attested documents to be submitted)
- iv) The applicant should have obtained all necessary and mandatory clearance regarding the premises from the appropriate local authorities. (Attested copies of relevant documents shall be submitted)
- v) Such 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.

vi) The premises selected for issue of unreserved and reserved tickets should have easy accessibility to the passengers.

IV SUBMISSION OF DOCUMENTS:

(All documents should be duly attested by any Gazetted officer)

- i) Experience proof (Copy of LOA & Agreement)
- ii) Pan Card and Adhar Card
- iii) Last three year Income Tax Return
- iv) Residential Address Proof
- v) Documents of Ownership/Lease/LL agreement of the premises.
- vi) Mandatory clearance of premises from appropriate local authorities
- vii) Blueprint of office
- viii) In case of IRCTC Agent, Satisfactory working Certificate from IRCTC.

2. TENURE

- a. The initial tenure of the license shall be for a period of 03 years.
- b. The licensee shall pay license Fee at the rate of Rs.5000/- per counter per annum to Indian Railways.
- c. The license can be renewed for three 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.

Description of the deposit for the allotment of YTSK Licensee is as under:-

- a. Registration fees not refundable Rs.2,00,000
- b. Security deposit refundable Rs.1,00,000 per port &Rs.5,00,000 maximum
- c. Data Access charge Rs. 1,60,000 per terminal at the time of each renewal
- d. License Fees Per counter Rs.5,000/- per year
- e. Advance deposit Rs.5,00,000/-(minimum)

3. TERMINATION CLAUSE:

- a. As per the provision in Standard Agreement.
- b. In case of violation of provision of the agreement or the rules of Indian Railways by the licensee would invite deterrent punishment by way of penalties subject to a maximum Rs.50,000/- which may include termination of license.
- c. The penalty up to Rs.25,000/- can be decided by Sr.DCM/DCM and penalty above Rs.25,000/- & up to Rs.50,000/- can be imposed on the recommendation of Sr.DCM/DCM and with the approval of DRM
- d. Termination can be mooted by Sr.DCM with detailed reasons which should be approved by DRM with prior concurrence of associate finance".

4. TERMS AND CONDITIONS FOR ESTABLISHING YTSK:

- a. Each selected licensee will be given facility of operating up to four terminals. However, the limit on numbers of counters to be given to a licensee can be increased by Zonal Railways if found necessary.
- b. The cost of establishing, operating, and maintaining 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 the license if the licensee refuses to undertake necessary up gradation.

- c. The terminals, PCs, ticket printers, Modems and multiplexers etc as per prescribed specifications are to be procured by the licensee themselves and nominated officers of Railway will inspect the Hardware for certification. The equipments purchased by the licensee will be maintained by the licensee only.
- d. The licensee will hire and maintain two numbers of data/communication channels between his location and the nearest computerized PRS/UTS centre of the Railways.
- e. The Licensee shall pay system access charge of Rs.1.60 lakhs per terminal for three years in the form of Demand Draft/Cash. This shall be paid by the licensee in advance. The system access charges may be revised by Indian Railways from Time to Time.
- f. The Licensee will engage their own staff at their own cost for running YTSK.
- g. The Railway will supply, free of cost, PRS tickets rolls of different colour after due accountal. The UTS ticket rolls will also be provided free of cost. Detailed procedure order for issue and accountal of PRS and UTS ticket rolls will be as per model agreement to be issued by Railway Board. However, the licensee will bear the cost of non ticketing stationery.
- h. 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.
- i. Enquiry services to the passengers shall be provided by these licensees free of cost.
- j. 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 and/ or national security reason.

5. TIMINGS OF OPERATION:

- a. The timing of operations of terminals in the premises of licensees for general reservation shall be from 08.15 hrs to 22.00 hrs on weekdays and from 08.30 hrs to 20.00 hrs on Sundays for booking general PRS and UTS tickets.
- b. The booking hours for Tatkal AC class tickets will start from 10.15 hours & Tatkal Non AC class tickets will start from 11.15 at these centres or as per timings specified by Ministry of Railways from time to time. These booking will start after half an hour of normal PRS counter booking.
- 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.
- d. The licensee will display prominently the working hours of ticketing related services in the ticketing area of the **YTSK**.

6. REGISTRATION FEE:

Licensee shall pay a onetime non-refundable registration fee of Rs.2 lakh upon a allotment of licence in the form of Demand Draft/Cash.

7. ADVANCE DEPOSIT:

- a. The licensee would be required to deposit a minimum amount of Rs.5 lakhs per counter with Railways in advance and shall be allowed to issue tickets only up to Rs.4.5 lakhs 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.

- b. The issue of ticket shall automatically stop as and when the amount of the tickets issued by him reaches Rs.4.50 lakhs per counter. The feature shall be in built in the software. The licensee can deposit up to a maximum value of 1 crore for this purpose.

8. SECURITY DEPOSIT:

- a. The Licensee would be required to keep an interest free security deposit of Rs.1 lakhs per port subject to a maximum of Rs.5 lakhs with the Railways.
- b. 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.
- c. The security deposit shall be liable to be forfeited in the event of breach of any of the clauses of the agreement.

9. REVENUE SHARING:

- a. 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.
- b. 25% of the service charges collected by the licensee from the passengers shall be credited to Railway account at the time of booking/cancellation of reserved tickets
- c. Licensee 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.
- d. The service charges so collected by the licensee on account of selling unreserved UTS tickets shall be entirely retained by the licensee.
- e. 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
- f. The efficacy of the system of revenue sharing should be reviewed every quarter jointly by the Accounts and Commercial Departments to ensure that due revenue share accrues to the Railways.

10. SERVICE CHARGES (COMMISSION):

- a. The commission/service charge will be charged as notified by the Indian Railways from time to time. To start with, the service charge shall be Rs.30/- per passenger for 2S and sleeper classes and Rs.40/- per passenger for all other classes. The commission/service charge shall be printed on the ticket(s)
- b. The service charges for cancellation shall be 50% of the charges prescribed for booking
- c. 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.

11. OTHER CONDITIONS:

- a. The facility of block booking, modification, change of name age sex etc. will not be permitted. However, the facility of postponement/advancing of tickets will be available.

- b. The licensee will be allowed to cancel only the tickets issued by the YTSK licensee. However, the YTSK tickets can be cancelled at PRS centers also.
- c. 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 as per extant service charge rule.
- d. YTSK licensees are not allowed to deal with any type of concession vouchers etc.
- e. Adequate system security provision shall be inbuilt in the system to preclude the possibility of disruption by virus/unauthorized access etc.
- f. 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 the Indian Railways and cancellation commission payable to the licensee shall be indicated on the cancellation ticket.
- g. Railway Administration will prescribe the statement/returns to be submitted by the licensee to the Railways. The details of these returns, periodically of these reports/returns will be as specified in the model agreement to be issued by Railway Board.
- h. 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.
- i. Statement of refund (cancelled) tickets and non-issued tickets must reach to Traffic Accounts Office, next working day without fail.
- j. The Station Balance sheet and passenger classification for the privately owned terminals must be prepared in prescribed format and signed by authorized licensee and his authorized signatory (ies) whose signatures must be available in the office. These must be submitted regularly to serving station.
- k. Rail way 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 centers 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.
- l. Performance of service being rendered by licensee shall be reviewed from time to time by Railway Administration.
- m. The license shall be subjected to all the supervisory checks carried out for Railways PRS terminals or any supervision provided for internet system.
- n. 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.
- o. 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 license.
- p. Licensee (already operating at one location) should apply for additional locations. However, each location may be considered as a new proposal with a separate agreement and all necessary charges may be paid separately.
- q. All the changes in the rules/instructions/policy from time to time will be applicable on the applicant.
- r. The licensee shall be deemed to be agent of the Railway administration and shall be subject to all the legal liabilities of agents as are laid down or defined in the law relating to agents in India for booking of passengers.

- s. The licensee shall be responsible for all claims under Workman's Compensation Act as well as under the payment of Wages Act. The licensee shall indemnify the Railway Administration with regard to any claim arising out of these acts.
- t. All statutory taxes as levied by Central, State Government or any authority will be borne by the licensee.
- u. The applicant is required to attend this office for execution of agreement on any working day after submission of security deposit and bank guarantee. The expenses of preparing, stamping and executing agreement shall be borne solely by the applicant.
- v. The YTSK will indicated two nominees/legal heirs in whose name the license should be transferred in case of death of the YTSK. In case the nominee "" passes away before the YTSK or is unwilling to continue as YTSK after the demise of the original allottee, nominee "2" shall be asked to continue as YTSK.

12. SUBMISSION OF APPLICATIONS:

- a. The application is required to be signed by the applying person himself. Each & every page of the application should be signed.
- b. The application must be filled in ENGLISH or HINDI and all entries must be made by hand written.
- c. Overwriting is not permitted. Failure to comply either of these conditions will render the application liable to rejection.
- d. Clarification regarding terms and conditions of the scheme may be obtained from the Office of Divisional Railway Manager(Commercial), Jabalpur division, between 10.30 hrs to 17.00 hrs on working days.
- e. Applications received through post/courier will be summarily rejected without any scrutiny.
- f. The applicant must write on the top of the envelope in the bold and capital "APPLICATION FOR YTSK AT..... (Name of station/city)
- g. Application forms can be downloaded from the websites www.wcr.indianrailways.gov.in
- h. The Railway will not accept application wherein conditional offer has been given by the applicants and the offer will out rightly be rejected.
- i. The applicant must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling the application and acquaint himself/herself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.
- j. Interested persons fulfilling the stipulated conditions may submit their applications forms duly filled in prescribed format along with requisite papers/documents in a sealed cover addressed to Divisional Railway Manager (Commercial), Jabalpur Division, West Central Railway on or before 15:00 Hrs. of 22/03/2022.
- k. Selection for YTSK shall be done by Railway; the decision of the Railways will be final and binding. Railways reserve its rights to reject any application without assigning any reason. No canvassing or correspondence in this regard will be entertained from unsuccessful applicants.
- l. Railway will inform about appointment of YTSK agents to selected applicants only. No intimation will be given to rejected applicants.
- m. Applications with incomplete information and without required documents will not be accepted/entertained.

For DRMC)JBP

Annexure-A"

FORMAT OF APPLICATION FOR AUTORIZARTION OF YTSK

Recent
Photograph
with
full signature.

1. Name of Applicant.....
(IN BLOCK LETTER)
2. Father's/Husband's Name.....
3. Gender (Male/Female).....
4. Date of Birth:
5. Age as on 01.03.2022:
6. Present Residential Address.....
7. Permanent Residential Address:
8. Contact No.(Mobile/Landline):
9. Present status of Business:
10. PAN Number:
11. Years of Experience as authorized Railway Ticketing Agent:-
 - a. Details of Railway ticketing license:.....
 - b. Date of issue of Contract:
 - c. Date of completion of contract:.....
12. Whether contract is successfully completed or terminated by Railways.....
13. If terminated, reason for same:
14. Office/shop address where business will be carried out.....
.....
- 15 Telephone number of the office/shop:

16 Whether premise where business will be carried on is owned or hire/lease:

17. Whether premise is easily accessible to public:

18. Details of accommodation in the business premises with dimensions:
(Total area in Sq. feet, layout etc.)

19. Whether the area of premises as per the standards mentioned in "Annexure-B".....

20. Enclosed documents:

1) Age proof :-
2) Residence Proof :-
3) PAN Card, Adhar Card Copy :-
4) Last 03 year Income Tax Returns :-
6) Proof of 2-years experience (LOA & Agreement Copy) :-
7) Latest Telephone Bill :-
8) Ownership/Lease/L.L. Agreement of the premise :-
9) Mandatory clearance of premises from appropriate local authorities
a) Shop Act license from Municipal Authorities :-
b) NOC from Local Authorities :-
c) Any other relevant supporting documents :-
10) Blue print of Office :-

Declaration:

I undertake that in event of any information given above, being found to be false or inaccurate in any respect the license issued shall be liable to be cancelled.

I shall abide by all the terms and conditions as notified and such conditions as may be prescribed from time to time.

I, hereby give a declaration that I have not been appointed as YTSK licensee at any other Division on Indian Railways.

All terms and conditions of standard agreement, on this scheme as and when given by Railway Board will be binding on me.

Date:

Signature of the Applicant

Place

Name of the Applicant

Annexure B'

CHECKLIST FOR IDEAL BOOKING/PRS COUNTER

(Engineering Electrical)

Ticket Window

Width of window-40 Inch

Height of window-36 Inch

Width of the counter Platform -18 Inch

Exterior height of Counter platform from ground level -42 Inch

Height of counter platform from inside Booking Office -30 Inch

Thickness of Window glass -15 mm

05 nos. 5/15 combined switches to be provided on each UTS 06 nos. counter, in case of UTS-Cum-PRS counter.

01 for Monitor

01 for Fake detector Machine

01 for Thin Client

01 for ATVM Terminal

01 for UTS printer and

01 for PRS printer

Terminal Table Top- Black Marble

Height of Table-30 Inch

Slots in table drawer for keeping Booking currency notes

Counter Area Passage with-38 Inch

Height of the ceiling-100 Inch

Passenger Queuing Area, Spacious Queuing area to accommodate at least 20-25 passengers at a

time Length of the Queuing area -8m to 10m

Lighting arrangements.

Annexure-“C”

(Standard Draft Agreement for YTSK (issued by Railway Board vide Commercial Circular No.39 of 2014)

DRAFT AGREEMENT

This agreement made at Jabalpur on this day of ----- 202-- between President of India acting through the Chief Commercial Manager(PS) of the WCR (Which expression include his successors and assigns in office) herein called the Railways of the One Part

AND

Shri ----- 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 establish and operate Yatri Ticket Suvidha Kendra on Public Private Partnership (PPP) basis (here onwards known 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 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 up to 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 up gradation 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 up gradation.
- (ii) The terminals, Computers ticket printers, modems and multiplexers etc. may be provided and maintained by the Railway through an authorized agency or may be purchased and maintained by the licensees.

- (iii) In case if any of these items as per prescribed specification are procured by the licensees themselves, the officers of Railways will inspect the hardware for certification.
 - (iv) In case 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 prescribe for in this agreement.
 - (v) The decision on maintenance charges fixed by the Railways will be final and licensee willnot 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 centers 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 1.6 lakhs per terminal at the time of each renewal (i.e. 3 Yrs). These shall be paid by the licensee in advance. The system access charges will be revised by Indian Railway 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 ticket rolls of different colour after due accountal. However, 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 tickets rolls/ tickets will invite penalty as fixed by the Railway administration for recoveryof 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 shell be raised. in case of loss/misuse of UTS ticket, 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 @ Rs. 30/- per passengers for 2S and sleeper classes and Rs. 40/- per passengers 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 INSTRUCTION:**

- (i) Detailed procedure order for issue and accountal of PRS/UTS ticket rolls or any other money value document will be prepared 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 [PS] 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 [PS] and the signature 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] should not be under 18 year of age and possesses minimum qualification of class 10th with adequate computer knowledge for handling ticketing work efficiently. Railway administration shall impart training to Terminal operators of the Licensee at Railway's own cost and licensee will ensure that only such trained staff is deployed at 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 all reserved tickets [booked on cash], issued by him/other YTSK or by PRS Centers, up to the time of preparation of first reservation chart and within the working hours indicated in this agreement and as modified/restricted from time to time. The Railway, however, can cancel and grant refund on any ticket issued by a YSTK. In case of unreserved tickets, cancellation is not permitted at YTSK. Cancellation of unreserved tickets issued by YSTK 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 Defense department quota and Foreign Tourist quota.

- (viii) The facility of block booking, modification, change of name, age, sex, special, cancellation etc. will not be permitted. However, preponement of date, train and class will be permitted.
- (ix) 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 per agreement. Failure to deposit these tickets by YTSKL will result in stoppage of facility of issue of ticket by YTSKL and further action as provided in para 22 below. [In case of printing error on the ticket, the YTSK shall send such ticket to nearest PRS centre where CRS should indicate the missing details on the ticket in ink and stamp the ticket and put his signatures. A record of such transactions shall be kept and if number of such instances are high, the quality of printer should be got checked by the Railway for taking remedial action. However, it is reiterated that the facility of NIT shall not be extended YTSK].
- (x) **Requisition slips** - Date and terminal wise shall be handed over at the nominated PRS center 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 per agreement.
- (xi) No group booking will be permitted on YTSK terminals [YTSK will not accept request for more than six passengers from one party].
- (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 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. [In case of printing error on the ticket, the YTSK shall send such ticket to nearest PRS centre where CRS should indicate the missing details on the ticket in ink and stamp the ticket and put his signatures. A record of such transaction shall be kept and if number of such instances are high, the quality of printer should be got checked by the Railway for taking remedial action. However, it is reiterated that the facility of NIT shall not be extended to YTSK.]
- (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 Assemblies of Various states, Freedom Fighter Card, free passes Indrail Pass, etc.

- (xvi) **No reservation will be permissible on pre-bought tickets** (Pre-bought tickets means zero value ticket i.e. tickets which are issued without realizing any fare and on the authority of tickets already issued. This however, does not restrict the booking of onward journey of the same party by YTSKL.
- (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 License(s) shall not in any capacity employ any person of bad character. YTSKL should do Aadhar based verification of the employee before appointing them. Appointment Certificate (**after Aadhar based verification**) 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 thereon 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 licensee for general reservation shall be from **08.15** hours to **2200** hours on week days and from **08-15** hours to **2000** hours on Sundays for booking general PRS and UTS tickets.
- (ii) The booking hours for Tatkal tickets of sleeper class will start from **11.15** hours and AC classes will start from **10.15** hours at these centers of as per timings specified by Ministry of Railway 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 shutdown 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(PS) of West Central Railway.

13. FINANCIALS - ADVANCE DEPOSIT, BANK GUARANTEE, SECURITY DEPOSIT & LICENCE FEE

13.1 REGISTRATION FEE :- Licensee shall pay a onetime non-refundable registration fee of Rs. **2 lakhs** 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. **1 Lakhs** per portal subject to a maximum of Rs. **5 Lakhs** with the Railway. 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 had 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) In case the licence is renewed after the expiry of this agreement, the security deposit shall continue (Unless revised). However, in case the licence is not renewed after the expiry of the agreement, The security deposit shall 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 license due to unsatisfactory service.

13-3 ADVANCE DEPOSIT :

The licensee would deposit a minimum amount of Rs. 5 lakhs per counter with the Railways in advance and shall be allowed to issue tickets only upto Rs. 4.5 lakhs per counter i.e. the licensee can issue the tickets upto 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 lakhs per counter. This feature 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 upto a maximum value of Rs. 1 crore.

13-4 Procedure For Collection/Updation Of Deposits Made By YTSKL :-

- (i) The Railway Administration will nominate Chief Booking supervisor (CBS) **Katni** to collect cash/demand draft from YTSKL and a Chief Reservation Supervisor (CRS) **Katni** for updating the account of YTSKL on PRS system.
- (ii) YTSKL will deposit Rs. 5 Lakhs per terminal with Cash office/station **Katni** of the West Central Railway for commencing sale of tickets.
- (iii) YTSKL will produce money receipt issued by Cash Office/Station **Katni** to CRS nominated for the purpose, who after verification of the same will authorize commencement of issued of tickets in the system.
- (iv) A Separate captive menu account to login the system will be given to CRS **Katni** who 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 **Katni**. A separate Money Receipt register will be maintained by CRS **Katni** to that effect for TYSKL.
- (v) Assistant 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 checkon this aspect.

13-5 Deposit of day-to-day earning by YTSKL :-

- (i) At the end of each shift every day the YTSKL will print out a summary of the transactions for each terminal showing details of tickets issued, cancelled, amount earned, refunded and net amount. The total amount (less share of YTSKL in the service charge) 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. YTSRL 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. The YTSKL may also deposit the amount through RTGS/NEFT on daily basis.
- (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 received from the office of the DRM/WCR.
- (ii) The CBS will maintain a separate Money Receipt (MR) book only for YTSKLs so that accounts can cross-verify the same periodically. The amount deposited by each YTSKL 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 YTSKL with Money Receipt details to Traffic Accounts along with Accounts foil. The code number given to the individual YTSKLs will be mentioned on the Money Receipt.
- (iii) The CBS will issue the Money Receipt to the YTSKL for the amount remitted by the YTSKL as per DTC summary CBS will sign and stamp the summary which will be produced by YTSKL to CRS and will preserve it for 5 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 YTSKL will be suspended temporarily till the amounts is deposited along with cancelled/non-issue tickets and requisition slips by CCM (PS) 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 YTSKL, will be accounted for by CBS under the head YTSKL 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 W C Railway.

- (i) 25% of the service charges collected by the licensee from the passengers shall be credited to Railway 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 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 Department to ensure that due revenue share accrues to Railways.
- (vi) The Licensee shall display the information regarding the opening times to 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 license shall be for a period of 3 Years. The licensee shall pay license fee at the rate of Rs. 5000/- per counter per annum to Indian Railway. 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/unauthorized 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 shall be allowed to cancel only the tickets issued by the YTSK licensee. However, the YTSK tickets can be cancelled at PRS centers 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 and 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 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 Railway 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 West Central Railway 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 West Central 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 (West Central Railway) for strict compliance

by Railway staff and the YTSKL as per guidelines provided in the scheme as well as this agreement. The licensee shall have to abide by the modified terms.

- (ii) Office 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 (any government agency) at such intervals as the Government (any government agency) 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 Railway. The details of these returns, periodicity of these reports/returns will also be also be finalized by the Railways in consultation with FA & CAO/WCR.
- (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 Railway 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 there to 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 license 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) Statement of Refund(cancelled) tickets and non-issued ticket for above terminals must reach the Traffic Account Office next working day without fail.
- (vii) The station balance sheet and passenger classification for privately owned terminals must be signed by the Authorized Licensee and his authorized signature must be available in the Traffic Account Office. This must be submitted regularly in Traffic Accounts 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 centers the Licensee shall make a provision of CCTV/IPTV at the YTSK(s) The footages for CCTV/IPTV shall be preserved for at least one month and access to such date 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 licensee would be analyzed 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 LINCENCE:

The YTSK Will indicated two nominees/legal heirs in whose name the license should be transferred in case of death of the YTSK. In case the nominee 1 passes away before the YTSK or is unwilling to continue as YTSK after the demise of the original allottee, nominee 2 shall be asked to continue as YTSK.

19. INDEMNITY CLAUSE:

The license 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 given an indemnity bond to this effect.

20. PRESERVATION OF RECORDS:

The license shall preserve all records connected for 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 whatsoever, the license 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 customer/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) (a) Any case of violation of provisions of this agreements or this rules of Indian Railways by the licensee would invite deterrent punishment by way of penalties equivalent to minimum will be Rs. 500/- and maximum of Rs. 50,000/- which may include termination of license.
 (b) The penalty up to Rs.25,000/- can be decided by Sr.DCM/DCM and penalty above Rs.25,000/- & up to Rs. 50,000/- can be imposed on the recommendation of Sr.DCM/DCM and with Approval of DRM.
 (c) Termination can be mooted by Sr.DCM With detailed reasons which should be approved by DRM with prior concurrence of associate finance.
- (ii) The agreement shall, subject to provisions herein contained remain in force for 3 years 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 provision of this Agreement to this satisfaction of the Railway Administration [who shall be the sold judge and whose decision shall be final], seven [7] days show-cause notice may be given to the licensee[s] to explain his position. in the event of unsatisfactory explanation, 48 hours notice may be given before terminating the contract. 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 officials in consequence of such termination of this agreement.
- (iv) The Railway Administration shall be entitled at any time forthwith to terminate this agreement after giving seven days show-case 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 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 the 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 enclosed 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 **DRM (C) of West Central 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 concerned 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 that be referred to a sole Arbitrator to be appointed by General Manager for the time being of the **West Central 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 action to be taken on behalf of the Railway Administration may be given or taken West Central Railway or any Officer for the time being entrusted with the functions, duties and powers of the said CCM(PS)/WCR. The sole liability of complying with all statutory norms prescribed guidelines and regulations by 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 clause in the appointment letter of the employees of licensee that they shall not claim to be employee of Railway. The employees shall be of the licensee and the said licensee shall be only responsible to the employee for all his acts.

23 LIABILITY OF RAILWAYS :

In any contingency, of 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 whereofWest Central Railway Jabalpur
for and on behalf of the President and shriof the said
YTSK have hereunto set their hands the day and year above written.

**Chief Commercial Manager(PS)
Licensee
West Central Railway/Jabalpur**

--
For and on behalf of the
--
President of India

Signature of the

**Witness for the signature of
CCM(PS) /JBP/WCR
Signature & Designation**

**Witness for the signature
of the licensee**