

AGREEMENT

This deed of Agreement is made on this _____ day of _____ at Patiala between _____ S/o Sh. (Punjab) hereinafter referred to as (1st party) and Addl. Managing Director or any other officer authorized by Managing Director, Pepsu Road Transport Corporation, Patiala (hereinafter referred to as 2nd Party), whereby is has been agreed upon as follows.

1. That the expression of the party of first part shall include their respective heirs, executors, representatives and assigns.
2. That the party of 2nd part intends to engage Advance Booking Agent at Bus Stand _____ under its administrative control to sell/issue bus tickets to the passengers purely on commission basis.
3. Since the Advance Booking Agent are conducting the ticket booking through ETM the total revenue of ticket collection in a day exceeds the amount of security Rs.25000/- deposited by the Advance booker. In addition it is also required to submit an indemnity bond of equal amount of Rs.25000/- along with security.
4. That the 1st party has agreed to conduct advance booking at Bus Stand _____ for a period of one year in the first instance @ _____ % for Ordinary/HVAC & _____% for Integral coach commission on the gross revenue on the sale of tickets to the passengers issued by the first party. The agreement can be extended for another one year on the same terms and condition appended herewith by the Managing Director, PRTC and the same may be read as part of this agreement. In case the Advance booker is directed to conduct advance booking at any other bus stand then he will be paid commission as per the rates given at Annexure 'A'.
5. (a)The advance Booking Agent must possess the educational qualification of Matric with at least second division or higher qualification and a valid Conductors Licence
(b). Any employee dismissed / terminated employee from PRTC or from any other department shall not be eligible for entering into contract for conducting Advance booking.
6. **Duty hours of the Advance Booking Agent.**
(a) **The Advance Booking Agent can be assigned duty at any time of the day as per the operational requirement of PRTC. He has to strictly follow the duty roaster as assigned from time to time by the concerned Depot. If need be the Advance Booking Agent can be posted in shift wise duty and has to ensure the Advance booking of first and last buses as the case may be.**
(b) **For the purpose of Advance Booking the agent will be issued a Electronic Ticketing Machine (ETM) along with ticket role and it will be the duty of booking agent to keep it in safe custody.**
7. (a) **In case of Physical damage to the ETM the cost of the repair of the ETM will be recovered from the Advance Booking Agent and loss of the cash which will be in the ETM also be recovered from the Advance Booking Agent on per day average booking of the agent.**
(b)**In case of loss of ETM the total cost of the ETM will be recovered from Advance Booker and the department may also initiate criminal proceeding as the machine contains important data of PRTC.**

(c) In case of Mishandling of ETM or any attempt to erase/alter the data of ETM the Contract agreement can be cancelled and the department may also initiate criminal proceeding against the agent.

(d) The Advance Booker agent while depositing the cash will also submit a detail of total number of buses booked by him in following format:

Date.....			Duty hours.....		
Sr.No	Bus No.	Depot	Conductor Name	Conductor Number	Amount

8. The Advance Booking Agent shall be fully liable and responsible for observing instructions / directions issued by the P.R.T.C. from time to time.
9. **In case of emergency if the Advance Booking Agent is deputed to perform the duty on route along with the bus & a fraud is detected while on the duty the the action will be taken as applicable to bus conductor and not as the Advance Booker.**
10. The Advance Booking Agents shall be entitled to get commission as decided by the Corporation and the payment of commission will be made on Monthly basis after receipt of the bill from the concerned Advance Booking agent and after the reconciliation of the account.
11. **The Advance Booking Agent is required to deposit the cash revenue on A/c of sale of the tickets to the passenger immediately after his duty hours off. In case of non-deposit of cash penalty @ 3%per day for a maximum period of 7 days of the shortage amount will be imposed on the Advance Booking Agent. If the Advance Booking agent fails to deposit the cash beyond 7 days then the contract agreement of the advance booker will be cancelled along with forfeiture of Security and recovery of the shortage amount along with penalty.**
12. The commission shall be payable on gross revenue / Receipts deposited by the concerned Advance Booking Agent on account of sale proceeds of bus tickets.
13. The Advance Booking Agents shall have to maintain the record of denomination of tickets and sale of tickets bus wise and route wise daily, which can be checked by any officer/officials of P.R.T.C. authorized for this purpose.
14. The Addl. Managing Director P.R.T.C. Patiala reserves the right to cancel the contract even before the expiry of the period of contract without assigning any reason. Prior termination of the contract will not confer any right on the Advance Booking Agent to claim any damages from PRTC.
15. If the Advance Booking Agent wants to cancel the contract, he can do so by giving one months notice to the Add. Managing Director, P.R.T.C. and the period of one month's shall be counted form the date of receipt of notice in the office of the Addl. Managing Director, P.R.T.C.
16. The Advance Booking Agents shall have to wear uniform at his own cost prescribed by the Corporation displaying his name plate on the uniform, which shall be specified by the PRTC. In case Advance booking agent is found without prescribed uniform penalty @ 100 per day per instance will be recovered from the Advance Booking Agent.
17. Since, the passengers commuting in the buses of P.R.T.C. are valued customers, the Advance Booking Agents shall have to ensure good conduct towards the passengers. On receipt of any complaint of mis-behaviour against the Agent, the P.R.T.C. reserves the right to cancel the contract.

18. In the cases where issuance of lesser value of tickets to any passenger than the actual bus fare, the penalty equivalent to ten times of the amount of less issue of tickets, may be imposed upon the Advance Booking Agent which shall be recovered from his due payment of commission.
19. (a) In case, the Advance Booking Agent charges excess bus fare from the commuters, a penalty of ten times of the excess amount may be imposed upon the agent.
 - (b) **On repeated cases of the Advance Booking Agent not returning the balance to the passenger after deducting the actual fare then contract agreement of the advance booker can be cancelled along with forfeiture of Security.**
 - (c) **In case of receipt of a report from checking officials/MSI for undue favor to any of the private bus operator the contract agreement of the advance booker will be cancelled along with forfeiture of Security.**
 - (d) **In case the Advance Booker Agent is found to indulge in any Malpractice or found indulge sale of in toxicants or contrabands the contract agreement of the advance booker will be cancelled along with forfeiture of Security and PRTC may initiate criminal proceeding.**
20. **In case the Advance Booking Agent does not perform his duty as per the duty roster assigned to him by the concerned GM and repeated report of misconduct as mentioned above in 17, 18 and 19 the contract agreement of the advance booker will be cancelled along with forfeiture of Security**
21. The Advance Booking Agents shall have to ensure 100% Advance booking in respect of P.R.T.C. buses on the counter allotted to him.
22. No other rights or privileges shall accrue to the Advance Booking Agent out of this Agency.
23. That the party of 2nd part reserves the right to terminate the contract even before the expiry of period of agreement with the mutual consent of 1st Part.
24. That in case of any dispute between the parties, the Managing Director, PRTC Patiala will act as an Arbitrator and his decision will be binding on both the parties.
25. That this deed of agreement will be effective for a period of one year from _____ to _____.
26. Both the parties shall abide by all the terms & conditions, prescribed by PRTC.

In the witness whereof the parties here to have set their hands in the presence of witness.

1st Party.....

2nd Party.....

Witness :

1. _____

2. _____

Annexure 'A'

Sr.no	Name of the Bus Stand	Approved Rate of Commission		
		Ordinary	HVAC	Integral Coach
	Category 'A'			
1	Patiala	1.5%	1.5%	.80%
2	Delhi	1.5%	1.5%	.80%
3	Chandigarh	1.5%	1.5%	.80%
4	Ludhiana	1.5%	1.5%	.80%
5	Jalandhar	1.5%	1.5%	.80%
6	Sirsa	1.5%	1.5%	.80%
7	Amritsar	1.5%	1.5%	.80%
8	Bathinda	1.5%	1.5%	.80%
	Category 'B'			
9	Ambala Cantt.	2.0%	2.0%	.80%
10	Sangrur	2.0%	2.0%	.80%
11	Barnala	2.0%	2.0%	.80%
12	Malerkotla	2.0%	2.0%	.80%
13	Chandigarh (Sector-43)	2.0%	2.0%	.80%
14	Mansa	2.0%	2.0%	.80%
15	Hoshiarpur	2.0%	2.0%	.80%
16	Kapurthala	2.0%	2.0%	.80%
17	Budhlada	2.0%	2.0%	.80%
18	Faridkot	2.0%	2.0%	.80%
19	Dabwali	2.0%	2.0%	.80%
20	Malaut	2.0%	2.0%	.80%
21	Pehowa	2.0%	2.0%	.80%
22	Pattran	2.0%	2.0%	.80%
23	Kaithal	2.0%	2.0%	.80%
24	Cheeka	2.0%	2.0%	.80%
	Category 'C'			
25	Ropar	2.5%	2.5%	.80%
26	Nabha	2.5%	2.5%	.80%
27	Moga	2.5%	2.5%	.80%
28	Kotkapura	2.5%	2.5%	.80%
29	Jammu	2.5%	2.5%	.80%
30	Gurdaspur	2.5%	2.5%	.80%
31	Bhikhi	2.5%	2.5%	.80%
32	Phagwara	2.5%	2.5%	.80%
33	Samana	2.5%	2.5%	.80%
34	Hissar	2.5%	2.5%	.80%
35	Jind	2.5%	2.5%	.80%
36	Jakhal	2.5%	2.5%	.80%
37	Rattia	2.5%	2.5%	.80%
38	Ferozpur	2.5%	2.5%	.80%
39	Talwandi Sabo	2.5%	2.5%	.80%
40	Bazakhana	2.5%	2.5%	.80%
41	Rajpura	2.5%	2.5%	.80%
42	Sunam	2.5%	2.5%	.80%
43	Shimla	2.5%	2.5%	.80%
44	Nakodar	2.5%	2.5%	.80%
45	Mohali	2.5%	2.5%	.80%

ਵਿਸ਼ਾ: ਅਡਵਾਂਸ ਬੁੱਕਰਾਂ ਦੇ ਇਕਰਾਰਨਾਮੇ ਵਿੱਚ ਸੋਧ ਕਰਨ ਸਬੰਧੀ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਸਬੰਧੀ ਪਹਿਲਾਂ ਅਡਵਾਂਸ ਬੁੱਕਰਾਂ ਲਈ ਬਣਾਏ ਗਏ ਇਕਰਾਰਨਾਮੇ ਦੀਆਂ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਦੀਆਂ ਕੁਝ ਮੱਦਾਂ ਵਿੱਚ ਸੋਧ ਕੀਤੀ ਗਈ ਹੈ। ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਡਿਪੂਆਂ ਵਿੱਚ ਭੇਜਣ ਤੋਂ ਪਹਿਲਾਂ ਇਸ ਨੂੰ ਸੀਨੀਆਰ ਕਾਨੂੰਨੀ ਸਲਾਹਕਾਰ ਅਤੇ ਅਕਾਊਂਟਸ ਵਿੰਗ ਤੋਂ ਵੈਟ ਕਰਵਾਉਣਾ ਬਣਦਾ ਹੈ। ਜੇਕਰ ਪ੍ਰਵਾਨ ਹੋਵੇ ਤਾਂ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਦਾ ਖਰੜਾ ਸੀਨੀਆਰ ਕਾਨੂੰਨੀ ਸਲਾਹਕਾਰ ਅਤੇ ਅਕਾਊਂਟਸ ਵਿੰਗ ਨੂੰ ਭੇਜਣ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ।