AGREEMENT

This Agreement is made on this XXXXXXX between XXXXXXXX through XXXXXXX hereinafter called XXX or "First Party" which expression shall, where the context so admits include his successor and assignees of the One part and XXXXXXXXX a company incorporated under the Companies Act 1956 and having its registered office at XXXXXXXXXXXXXX hereinafter called "Second party" represented by its XXXXX. Which term shall mean and include their successor, legal representatives & assignee executors etc of the second part in consideration of the XXXXX granting Second Party, the privilege of:

1. Developing software for online ticketing, integrating it with FIRST PARTY website First punbusonline.com and booking FIRST PARTY/FIRST PARTY ROADWAYS tickets through 2nd parties website and through First punbusonline.com through e-ticketing.
2. Providing this software at bus stand for advance/current reservation.
3. Providing API to channel partners selected by FIRST PARTY.

During the period of this agreement commencing from XXXXX and for subsequent dates as can be extended by the FIRST PARTY Administration from time to time, this agreement is made between FIRST PARTY and Second Party also to be referred as Second Party.

Second party agrees to carry out software development, online booking and advance booking transactions in strict accordance with the terms and conditions contained in this agreement and as per requirements of first party.

Terms and Conditions of Agreement

1   First Party provides the rights to second party for development of online reservation system for booking /First Party tickets through a web service as per requirement of FIRST PARTY.

First party's rules for advance reservations and booking of tickets shall apply to all such transactions along with special conditions imposed for online booking. The special conditions and the terms of service applicable are detailed in the document.

1.1   First Party's performance of this agreement is subject to the existing laws and legal process of government of XXXXXXX and other statutory authorities and nothing contained in this agreement is in derogation of First's party right to comply with law enforcement request or requirements relating to use of this web service by second party or information provided by Second Party or gathered by First Party with respect to such use including the customers. First party may provide details of use of the web service by second party to regulators or police or to any other third party, or in order to resolve disputes or complaints.

1.2   If any part of the agreement between First party and Second party is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth herein, then the invalid or unforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the originals provision and the remainder of the agreement shall continue in effect.

1.3 This agreement constitutes the entire agreement between second party and First party. It supersedes all prior or contemporaneous communication and proposals, whether electronic ,oral. or written, between the second party and first party.

1.4 First party has absolute discretion to appoint any number of A.P.I channel partners at any place/location if it so desires.

1.5 Transfer/sale/lease of right is not allowed

1.6 Ticket booking is allowed only through online mode except at FIRST PARTY bus stand where advance/current booking will be carried out though this software. Booking through other modes like counter booking, telephone booking etc. are not allowed at location other than those specified by FIRST PARTY (FIRST PARTY authorised bus stands)

Security deposit recharge amount and payment commission:

Commission/payment to be received by second party is given in annexure "A"

2.1 Second Party shall deposit a bank guarantee of Rs XXX (Rs. XXX only) towards security deposit with First party. Security deposit will not carry any interest Security Deposit will be refunded after the completion of the agreements period after adjusting amounts due to First party, if any.

2.2 The period of agreements is five year. This period may be further extended subject to the satisfactory performance of the Second party. The second party will have to deposit additional security deposit of X % at the time of renewal.

2.3 Second party will be paid fixed commission on every ticket booked by it. This commission is to be charged from passenger in addition to value of ticket and includes all bank gateway charge, taxes and levies including service tax and nothing extra will be paid by 1st party. Commission will also be paid to second party by API agents created by First Party.

2.4 The cancellation fee collected on cancellation of reserved ticket will accrue to first party, second party will not be paid commission on cancellation fee accrued to FIRST PARTY.

2.5 In the event of cancellation of service by First party, passengers are entitled to full refund of the fare they have paid. No commission is payable to the Second party in respect of these booking and subsequent cancellation and ticket amount including commission will be refunded.(However second party shall be allowed to retain payment gateway charges.)

2.6 Different transactions applicable for payment of commission are detailed in the Annexure-A and annexure A forms a part and parcel of this agreement. Second party API charges for FIRST PARTY third party API channel partners shall be provided to second party on weekly basis in the form of recharges.

2.7   The second party will deposit recharge amount of Rs.XXX lakh out of which ticket fare amount will be automatically deducted by the software developed and booking of ticket will stop once this amount decreases below Rs.XXX lakh and will commence only after amount is recharged to Rs.XXX lakh.

FEATURES OF THE SYSTEM

1 The second party online booking software should generate unique PNR numbers for every booking (PNR numbers of any two ticket should not be same).

Ticket number should also be generated along with PNR Number for every booking.

Ticket numbers should be in sequence for counter bookings of a bus stands and for online bookings of a channel partners. For example if a ticket booked through ISBT 17 Chandigarh has Ticket Number of CHD21 then the next ticket booked through ISBT 17 Chandigarh should have ticket number CHD22.

For example if a ticket booked through Channel Partner 1 has ticket number CP501 then the next ticket booked through Channel Partner 1 should have ticket number CP502.

Ticket format to be issued will be uniform from all platforms and the format and information on the tickets will be approved by FIRST PARTY.

2 In online booking software provided by second party all bus routes/ trips should be divided among different depots of FIRST PARTY/ . and FIRST PARTY has XX depots in XXXXXXX. Bus routes/ trips of all depots should be booked under "FIRST PARTY/ " brand and each depot should be able to manage the buses of its depot.

Depot users can act on its depot's trips only for example depot user can create new routes/ trips and open new trips for Advance, Counter and Online (API) booking only. Depot user can modify and stop routes/ trips of its depot only. Even if a trip is be stopped by a depot user for Advance, Counter and Online (API) booking the bookings in those trips should be visible in the software so that depot user can either cancel or make alternate arrangements.

3 Online and counter (both advance and current) booking revenue should be automatically divided (both journey date and booking date wise) and show by online bus ticket booking software provided by second party. Online and counter (both advance and current) booking revenue of routes/ trips of one Depot should not be

visible to other Depots. FIRST PARTY/ head office should be able to view online and counter (both advance and current) booking revenue of every Depot. Depots should be able to view online and counter (both advance and current) booking revenue of all its routes/ trips which shall be used for accounting purpose. Deport should be able to extract report for counter (advance and current booking) and online bookings of its routes/ trips. Depot should be able to extract report for counter (advance and current booking) and online bookings of its routes/ trips which may be used by FIRST PARTY/ to transfer bookings amount to Depots Accounts.

4   Second Party should build security feature wherein counter booking and agent bus ticket booking software can be accessed only at FIRST PARTY/ counters' computers or authorised FIRST PARTY/ agents' computers.

FIRST PARTY/ counters' computers need to be registered for counter bookings (both Advance and Current bookings) and counter booking (both Advance and Current bookings) cannot be done from computers which are not registered. FIRST PARTY/ may register new computers and may remove old computers from the list of it's registered computers.

FIRST PARTY/ agents' computers also need to be registered for agents' bookings and agents' booking cannot be done from others computers. FIRST PARTY/ may register new agents' computers and may remove old agents' computers from the list of authorised agents' registered computers.

5   For FIRST PARTY/ channel partners second party should build secure API links and API can be accessed only from Channel Partners server IPs. Channel Partners may provide its server IPs which shall be used to access FIRST PARTY/ API links.

6   For FIRST PARTY/ channel partners second party should provide API links whose average response time should not be more than 5 seconds.

7   Second Party online software should send SMS to the customers at the time of ticket bookings, ticket cancellations and scheduling bus number.

SMS at the time of bookings should mention information like PNR, Ticket Number, From City, To City, Departure Time, Departure date and Ticket Fare, commission and payment gateway charges

SMS at the time of cancellation should mention information like PNR, Ticket

Number, From City, To City, Departure Time, Departure Date, Ticket Fare, Cancellation Charges and Refund Amount.

FIRST PARTY/ contact number and email address should be mentioned so that customers can get in touch with FIRST PARTY/ to register their complaints.

SMS shall be provided by FIRST PARTY/ to enable above mentioned SMS service and Tender shall integrate its online software with SMS service to deliver required service. FIRST PARTY will specify charges to be taken from passengers in addition to commission of successful tenderer.

This information should also be printed on the tickets in format specified by FIRST PARTY.

8   Second Party will be responsible for developing required booking reports like Trip sheets, Cancellation reports, Depot wise collection reports, report of Total Seat Booked in date range, and all these reports should 100% tally with the manually prepared reports. Reports will be required separately for buses and for FIRST PARTY Buses. Single trip sheet is to be printed from originating station for booking carried out through online booking, current reservation or advance reservation.

9   Second Party online booking software should allow FIRST PARTY/ to create agents and online channel partners. The software should allow FIRST PARTY/ and its agents and channel partners to do recharge for every agents and channel partners. As and when tickets are booked by agents or channel partners the recharge should get debited with the ticket amount. Online booking software system should provide API to FIRST PARTY/ channel partner and the API shall enable search, booking and cancellation of FIRST PARTY/ buses.

10 Second Party shall also integrate B2B Payment Gateway *if required by FIRST PARTY* so that Agents and Channel Partners can transfer money and upgrade their recharge amount on real time basis. B2B Payment gateway charges shall be borne by Agents and Channel Partners.

11 Apart from using B2B payment Gateway to do recharge, FIRST PARTY/ agents and channel partners may transfer money to FIRST PARTY/ account and raise recharge request in the online software along with the transaction ID. Once FIRST PARTY/ accounts/ admin teams confirms the receipt of the transferred amount they can accept the recharge request. Once accepted by FIRST PARTY/ accounts or admin

team channel partners or agents recharge shall be updated.

12 If requested by FIRST PARTY/ Second Party shall develop a system wherein online software may login into FIRST PARTY/ account and shall verify the receipt of the recharge amount. If a recharge request has been accepted without actual receipt of recharge amount in FIRST PARTY/ account then the online software shall itself raise an alarm to higher authorities of FIRST PARTY/ along with user name who accepted the recharge request, but recharge amount has not yet been received at FIRST PARTY/ bank account.

13 FIRST PARTY/ channel partners and agents should keep a recharge amount with FIRST PARTY/ . As and when tickets are booked by channel partners or agents the recharge amount of that particular channel partners or agent should get debited with the ticket amount. As and when tickets are cancelled by channel partners or agents the recharge amount of that particular channel partners or agent should get credited with the ticket amount minus FIRST PARTY/ cancellation charges.SMS charges as decided by FIRST PARTY will debited in addition to these.

Bookings through channel partners or agents should not happen (should stop) when the channel partner's or agent's recharge amount shall become lower than a minimum recharge amount decided by FIRST PARTY/. Channel partner's or agent has to remit recharge amount to FIRST PARTY/ Bank account to again start online booking.

14 The Second Party will be responsible for providing support for resolving software related queries at FIRST PARTY/ booking counters in different cities. Customised reports will be built as per requirements of FIRST PARTY.

15 The Second Party will be responsible for providing dedicated customer care support for resolving customer's queries.

16 Second Party should book FIRST PARTY/ bus tickets as its online channel partners at the commercials decided by FIRST PARTY/. The second party should build FIRST PARTY/ B2C using FIRST PARTY/ website.

The Second Party should keep a recharge amount with FIRST PARTY/ and as and when tickets are booking by Second Party own website, FIRST PARTY/ website, the recharge amount should get debited with the ticket amount. Bookings through

Second Party own website, FIRST PARTY/ website, and Second Party channel partners should not happen (should stop) when the Second Party recharge amount shall become lower than the minimum amount decided by FIRST PARTY. Second Party has to replenish recharge amount to FIRST PARTY/ Bank account to again start online booking through Second Party own website, FIRST PARTY/ website, and Second Party channel partners.

17 Cancellation will be carried out by Second Party online bus ticket booking software according to cancellation policy of FIRST PARTY and cancellation amount will be credited to agent or channel partner's recharge amount after deducting cancellation fees of FIRST PARTY.

Online Booking and Cancellation should stop half an hour before the bus departure time from the first departure city of the route/ trip.

As mentioned above SMS should be sent to the customers at the time of ticket cancellation. SMS at the time of cancellation should mention information like PNR, Ticket Number, From City, To City, Departure Time, Departure Date, Ticket Fare, Cancellation Charges and Refund Amount.

FIRST PARTY/ contact number and email address should be mentioned so that customers can get in touch with FIRST PARTY/ to register their complaints. All these information should also appear on the printed ticket in format to be decided by FIRST PARTY.

SMS shall be provided by FIRST PARTY/ to enable above mentioned SMS service and Second Party shall integrate its online software with SMS service to deliver required service. FIRST PARTY will specify charges to be taken from passengers in addition to commission of second party.

This information should also be printed on the tickets in format specified by FIRST PARTY.

18 The selected Second Party will have to deposit the security amount money in the shape of Bank Guarantee/ or Demand draft after adjusting the earnest money within XXX working days of date of allotment of work or before start of booking Successful Second Party will deposit security of Rs. XXXXX/- (Rs. XXX only).This security can be forfeited and further action can be taken against the firm in case of default in any of the conditions mentioned in this agreement. Penalty can also be imposed as per

conditions given in Annexure "B" for default which can be deducted out of payments due or from bank guarantee in which case bank guarantee has to be replenished to its original amount.

19 Minimum recharge amount to be provided by the Second Party or other partners or API partners of FIRST PARTY will be Rs. XX Lakhs.

20 No interest will be payable on the earnest money, security and recharge amount or amount payable to the Second Party(s) under this contract.

Penalty Clauses and Forfeiture conditions:

3.1 Various type of conditions and penalties that shall be levied on violation are listed in the Annexure-B which forms a part and parcel of this agreement.

3.2 Before levy of penalties and/or termination of agreement First party shall issue notice to the Second party listing the violation of conditions committed and penal action proposed for the offence. Second party is required to submit its written reply in seven days from the receipt of the notice. First party will take action against the second party thereafter considering the reply submitted by the second party, if any.

3.3 Violation of conditions and penalties listed in Annexure-B are broad in nature. First party reserves the right to take action against other violation of conditions like transfer/sale of second party right, higher rate of cancellation of ticket causing financial loss to First party, loss of image to First party, passenger inconvenience, fraud/action with ulterior motives, violation of conditions not foreseen etc.

3.4 First party reserves the right to take more stringent action like levy of higher penalties and /or termination of the Second party by forfeiting the entire security deposit. First party reserves the right to initiate legal proceeding against the Second party, if deemed necessary for recovering the loss caused or any other claims arising out of the violation committed.

3.5 In case of termination of agreement for violation of terms and conditions of agreement, the first party shall forfeit the security deposit entirely or partly.

3.6 If the second party terminates its agreement with in the first year of the agreement, the first party is entitled to forfeit 50% security deposit.

3.7 If any violation of conditions are committed by the representative /employee/ sub-agency of the second party, the second party itself is responsible and accountable for such actions. Appropriate action shall be taken by the second party on reports of misbehaviour by its employees with the passengers, first party officials, statutory authorities etc.

3.8 First party also reserves the right to terminate the contract for any other reasonable reasons.

Procedure for booking of tickets

4.1   Procedures for development of software, integration of first party website with second party's website for booking of seats and other transactions shall be specified by the FIRST PARTY. The complete expenses incurred towards software development/modification /integration for both first party ends shall be borne by the second party itself.

4.2   The cost of infrastructure including servers and connecting the computer of the second party to the internet and the recurring costs shall be borne by the second party itself for running the software developed and for online reservation. Infrastructure and manpower for bus stand advance/current reservation will be provided by FIRST PARTY.

4.3   The second party is allowed to book tickets for regular passengers only. It is not allowed to book tickets for passengers coming under various concessions like blind person, Disabled persons, Freedom fighters, Police Motor Warrants, Family pass to employees, Duty Passes to employees etc.

4.4   Passengers booking seats through Second party are allowed to book onward and return journey tickets simultaneously.

4.5   Various types of concessions like group booking, return booking discount and any other discounts as and when introduced will be extended to the passengers based on the booking without any manual interference.

4.6   The second party has to keep working deposit of Rs XXX Lakhs with first party to issue tickets. Second party shall replenish the deposit amount as and when the same is exhausted below XXX Lakhs through cash payment or E-payment or demand draft at location specified by FIRST PARTY.

4.7   Second party is allowed to book seats for all services covered under advance and current reservations excluding those seats, which may have been blocked for VIPs and /or Agencies working on minimum seat guarantee basis and/or for many other administrative reasons. Second party will have no claim in this regard.

4.8   Ticket numbers for the second party will be allotted by first party. Format of ticket issued will also be specified by FIRST PARTY

4.9   The first party shall correspond with the second party only at the telephone number, e-mail id and business address indicated by the second party.

4.10   The second party shall provide /publish a copy of the rules and regulations governing the advance reservations and other transactions for the information to the general public.

Other terms and conditions :

5.1   The second party shall maintain a complaint redressal mechanism for passengers intending to record their complaints & suggestion s. The said mechanism shall be made available for scrutiny and inspection by the officers/officials of the First party.

5.2   The second party shall not book or load any type of prohibited luggage in to the bus as accompanied luggage or parcels.

5.3 The second party has to pay all rents/taxes due by it to the municipal/local authorities and statutory authorities.

5.4 Commission/any other amount payable to Second party shall be subject to statutory levies viz. service tax, income tax etc. as applicable from time to time and shall be paid by the second party.

5.5 Second party is authorised to canvas and publicise about the first party services being provided. First party will also, when need arises take up publicity.

5.6 A month implies Calendar Month'' except where otherwise specified.

5.7 First party reserves the right to modify or alter any of the terms and conditions by giving due intimation to the second party and after considering its reply, if any.

5.9 In case of any clarifications in the existing working procedure and introduction of new features, the matter may be referred to FIRST PARTY.

Obligations of Second party

7.1 General Obligations: Second party shall access the website only for lawful purpose and shall be responsible for complying with all applicable laws, statutes and regulations in connection with this agreement. Second party shall not modify, copy, distribute, transmit, display ,perform reproduce ,publish, license, create derivative works form, transfer or sell any information, products or services obtained from the software/website.

7.2 Second party users shall book the FIRST PARTY/ buses as per the normal flow and shall give the details of passengers.

7.3 It would be obligatory on the part of Second party to impose similar procedure, terms & conditions and rules on all its customers, as First party would follow with its customers, on its website.

Privity of Contract:

Second party shall book tickets for its customers with First party with clear understanding that:

8.1 There is no privity of contract of First party with the customer of Second party in the matter of booking, cancellation or other transactions, or in relation to any payment or refund for any booking of the tickets.

8.2 The customers of second party will make all its claims of whatever nature only against second party and not against First party.

8.3 There will be no additional or exceptional liability in relation to tickets sold by Second party except the normal refund as per the terms and conditions applicable when tickets are sold directly by First party.

Liability :

9.1 Limitation of Liability : First party shall not be liable to second party except as expressly provided for in these Terms & Conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of online booking or connection to the web service. To the maximum extent permitted by law, First party and /or

its respective suppliers hereby disclaims all warranties terms & Conditions with regard to this information, products and services including all implied warranties, terms and conditions, by statute, collaterally or otherwise of satisfactory quality, fitness for a particular purpose., title and non-infringement . In no event, shall **First Party** and / or its supplies be liable for any loss of profit, loss of revenue ,wasted time, wasted costs, indirect, incidental , special or consequential loss arising out of or in any way connected with the user of the advance booking facility through website or otherwise or with the delay or inability to use online booking facility of **First Party** or of any information , products and services whether based on contract, tort, strict liability or otherwise , been if **First Party** or any to its supplies has been advised of the possibility of damages.

9.2   Accuracy of Information: First Party gives no warranty as to the accuracy of such information given on website by second party and second party shall make all efforts to keep updated information on website .

9.3   Any transactions with third parties including advertisers on the website of Second party or participation in promotions, and any other terms, conditions, warranties or representations associated with such dealing or promotions, are solely between second party & advertiser or other third party . **First Party** shall not be responsible or liable for any part of any such dealings or promotions.

9.4   **Maximum Liability**: The maximum amount of First party liability to second party for all loss of damages arising out of online booking through web service or otherwise and the service whether in contact or tort (including any liability for negligence howsoever arising out of or in connection with the performance of obligations in the provisions of the website and this service) shall be limited to the value of the ticket purchased through use of this service.

9.5   Exclusion of liability: First Party shall not be liable to Second party for any of the following types of loss or damages arising out of use of website and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance or obligation in the provision of the web service and this service):-

i)   Loss of revenue, business anticipated savings or profits:

ii)   Any indirect or consequential loss how so ever arising.

9.6   Exclusion or other warranties /Remedies :   Second Party   Shall acknowledge and agree that in entering into the Agreement, Second party does not rely on and shall have not remedy in respect of any statement, representation or warranty given by any person (including as to condition, quality and fitness for purpose). ALL warranties implied by statute, common law, customs or otherwise as to the standard of the service and the

accuracy of any information (other than fraudulent misrepresentation) provided on this web site are hereby excluded.

9.7   First party shall not be liable to Second party in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond reasonable control.

9.8   Force majeure : Neither party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the party unable to perform due to force majeure events such as but not limited to acts of God not confined to the premises of the party claiming the Force Majeure , flood, drought , lightning or fire, earthquake , strike , lock-outs beyond its control, labour disturbance not caused at the instance of the party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotion etc. No failure, delay or   other default of any contractor or sub-contractor to either party shall entitle such party to claim Force Majeure under this provision.

9.9   The party seeking to rely on force majeure shall promptly, within 4 working days, notify the other party of the occurrence of a force majeure event as a condition precedent to the availability of this defence with particular detail in writing to the other party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of force majeure.

9.10   In case if passenger raises dispute or any objection regarding online reservation system of the website, it will be the responsibility of the second party to settle the whole case. FIRST PARTY will not be liable for defence of legal cases/consumer cases and penalty if any imposed will be borne by the second party except in case of when first party is directly responsible for dispute.

9.11   This agreement can be terminated by either party after giving a three months notice to the other party if conditions are not conducive for continuation of the agreement.

9.12   In case of default by the second party, FIRST PARTY can terminate the agreement after giving notice in which case the bank guarantee can be forfeited and the second party (successful tenderer with whom agreement is entered) can be blacklisted.

General :

10.1   Governing law : This agreement and second party use of the advance booking through FIRST PARTYs web service is governed by Indian Law and the courts of Chandigarh. The second party hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Chandigarh in all disputes arising out of or relating to the use of the first party sites/services and to this agreement.

10.2   Entire agreement : This agreement including any document referred to herein constitutes the entire agreement between first party and second party in respect of use of this service.

10.3   Third party rights: Nothing in this agreement shall be taken as granting any rights expressly or implicitly whether contractual or statutory to persons other than first party and second party.

10.4   No claim would be preferred by second party in any court or tribunal without giving 60 days notice in the nature of section 80 CPC to the first party.

10.5   It shall be compulsory for second party to submit to the arbitration by an officer of first party appointed by the chairman FIRST PARTY in case of any dispute before initiating legal proceedings.

10.6   If any customer of second party institute any proceeding against first party, the second party would be liable to make good all the loss occurring to the first party including the cost of defending the proceedings except when first party is directly responsible.

10.7   On expiry of this agreement, the access provided to second party would be deactivated unless renewed by first party.

11   In witness therefore, the said parties referred herein above have set their hands at the place and on this day.

XXXXXXXXXXXXXXX	XXXXXXXX, XXXX FIRST PARTY
Witness 1: Signature Name Designation	Witness 1: Signature Name Designation

Witness 2 :	Witness 2 :
Signature	Signature
Name	Name
Designation	Designation

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Annexure-A

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Transactions allowed and related issues for second party.

Description	Applicable parameter
Fare levied on tickets	Second party can charge ticket fare approved by FIRST PARTY . Transaction charge @ Rs XX per passenger which is inclusive of all taxes, bank payment gateway charges, service tax etc. can be charged extra for tickets booked through second party's website or second party's channel partner's website or through First Partyonline.com. SMS charges will be entre as decided by FIRST PARTY. FIRST PARTY can create its own channel partners in which case channel partners (API agents) will be given access for reservation through second party's software using API for which second party's will be paid @ Rs. XXX per passenger. This charge is including of all taxes and levies including and nothing extra will be paid by first party or by its API agent to second party.
Cancellation of tickets	Ticket cancellation refund is to be allowed as per FIRST PARTY policy. No commission is to be paid to Second Party out of cancellation amount. In case of cancellation of service full refund including transaction charge will be made to the passenger. (except payment gateway charges)
Tickets requires during journey	The second party shall use A4 size plain papers for printing of tickets. Ticket format shall be similar to first E- tickets and as approved by first party. Tickets sent through SMS are also valid. Passenger will have to produce both the ticket issued by the second party (Ticket or ticket print out) and identity proof for travelling. ID proofs allowed are: Passport, Pan card, Voter ID, Driving Licence, AADHAR card, Ration card and original company ID.

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Transaction charges

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1	Transaction charges to be charged from passenger over the ticket fare (inclusive of all taxes , service tax payment gateway charges ,levis etc)	Rs XXX per passenger (Rs. XXX only)
2	Transaction charges for providing software at bus stand current reservation/advance reservation Manpower infrastructure to be provided by FIRST	Rs XXX per passenger (Rs. XXX)

	PARTY.	
3	Charges from other API agents to be paid to second party inclusive of all taxes and Levies these charges to be paid by API agent as per system decided by FIRST PARTY to the second party. (inclusive of all taxes and levies)	Rs XXX per passenger (Rs. XXXX only)

SMS charges will be decided by FIRST PARTY which is to be charged in addition to Rs. XXX and SMS charges so collected will be deducted from the recharge amount as per system decided by FIRST PARTY for transaction charges at Sr.No. 1 & 3 by second party and API agents.

Annexure -B

Penalties for violation of condition & termination clauses

SR.No	Nature of offence	Penalty (Rs)	REMARKS
1.	Misbehaviour by second party or his staff with passengers	Rs.XXXX/- for each complaint up to XX complaints in a month	If more than XX,Rs XXX/- per ticket upto XX tickets. If XXX more tickets are found,Rs.XXX/- per ticket or the second party may be terminated.
2.	Refusal to cancel tickets	Rs.XXX/- for each complaint up to X complaints in a month	If more than X, Rs.XXX/- per complaint upto XXX complaints. If XX or more complaints are found.Rs.XXX/- per complaints are the Second party may be terminated.
3.	Any other Public complaints in which second party is responsible	Rs.XXX/-for each complaint up to XX complaints in a month	If more than XX, Rs.XXX/- per complaint up to 10 complaints. If 10 or more complaints are found,Rs.XXX/- per complaint or the second party may be terminated.
4.	Excess Fare collection	Rs.XXX/-for each instance.	For second such instance in a month, penalty will be Rs.XXX/- per instance, penalty will be Rs.XXX/- per instance or the Second party may be terminated.
5.	Any other complaints like software not working, frauds in booking transactions, financial misappropriation, issue of fake tickets, working of the counter, shifting of the counter etc reports not developed as per FIRST PARTY requirements.	Will be decided by the Competent Authority based on the nature of offence penalty can be imposed based on complaint.	Right for termination is reserved and security amount can be forfeited.

These penalties are generic in nature and First Party can impose penalties for any other violations at discretion of First Part.