

KARNATAKA STATE ROAD TRANSPORT CORPORATION
KEMPEGOWDA BUS STAND DIVISION: BANGALORE.

No. KST:DC:KBS:AWATAR: 125 :2017-18

Date: 27-10-2017

Notification No. 1/ 2017-18

**Subject: Appointment of Franchisees for advance reservation of
seats in Bangalore City District area**

KSRTC invites applications from interested persons for appointment as Franchisees (private booking agents) of KSRTC in Bangalore City District area.

Applicants who have submitted applications against previous notifications / news items / personally, need to apply afresh in the prescribed application form.

Eligibility Criteria:

1. Applicants should be Indian Nationals.
2. **Age:** Applicants should have completed 18 years as on the last date of submission of applications for franchisee. Matriculation or Secondary School Leaving Certificate indicating date of birth or Voters ID card or Passport or Birth Certificate or Driving License (Permanent) or AADHAR shall be produced as proof of age.
3. **Educational Qualification:** Pass in SSLC (10th standard) or equivalent examination as on the last date of submission of application for Franchisee. Passed Marks Card shall be produced as proof of educational qualification.
4. **Residential Status:** The applicant should be a resident of Karnataka. Ration Card or Voters ID card or Driving License (Permanent) or Passport or AADHAR shall be produced as address proof. Insurance policies, Telephone bills, Bank Passbook extract are **not allowed** as address proof.
5. Applicant shall submit a photo-identity card for ascertaining the identity of the applicant. Ration Card (applicant's name as head of family) or Voters ID card or Driving Licence (Permanent) or Passport or Pan Card or AADHAR shall be produced as proof of identity.
6. The applicant shall have a suitably located good office, which is easily accessible to the general public for comfortably buying tickets. **The office/business address shall be located at a distance of 100 meters or more from the existing franchisee / KSRTC counters.** This distance will be measured through nearest motorable road.
7. **Disqualification:**
 - a) Persons who have been convicted for criminal offence involving moral turpitude / economic offences (other than Freedom struggle) are not eligible.
 - b) Totally paralysed or mentally unsound persons (who suffer from insanity) are not eligible.
 - c) Totally Deaf, Dumb or Blind persons are not eligible.
 - d) Franchisees whose agreements were terminated by KSRTC or sister STUs of Karnataka for proven malpractices / violations are not eligible.
 - e) Public servants are not eligible. They can apply if they are willing to resign from their current employment for considering the appointment as Franchisee.

- f) Persons dismissed / removed from the services of State / Central Government or their undertakings including KSRTC and its sister Corporations are not eligible.
- g) Existing Franchisees of KSRTC are not eligible.

Eligible applicants fulfilling the above criteria may obtain application form, terms and conditions and other details by downloading form the ksrtc website WWW.KSRTC.IN

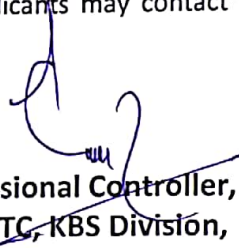
Sealed covers with filled-in application forms along with enclosures shall be dropped in the box kept in the office of the Divisional Controller, KSRTC, Kempegowda Bus Stand Division, Subhashnagar, Bangalore-09, as detailed below;

Last date for Submission of application forms	27-11-2017 Upto 17:00 hrs.
Opening of sealed box containing application forms submitted by applicants	On 28-11-2017 at 11:00 hrs.

Applications are to be submitted in the prescribed application form and shall be accompanied by a Demand Draft for an amount of Rs.10,000/- (Rupees ten thousand only) and ₹ 1180/- (Rupees one thousand one hundred eighty, including 18% GST) drawn in favour of Divisional Controller, Kempegowda Bus Station, KSRTC, Bangalore, towards Earnest Money Deposit and application fee respectively.

KSRTC reserves the absolute right to accept or reject any application for any location without assigning any reasons.

For more details / clarifications, the interested applicants may contact tel. No. 7760990557.


Divisional Controller,
KSRTC, KBS Division,
Bangalore.

Bengaluru City /Suburban area

Application No.

**KARNATAKA STATE ROAD TRANSPORT CORPORATION
KEMPEGOWDA BUS STATION DIVISION : BENGALURU – 560 009.**

APPLICATION FORM

(Price – Rs.1000/- plus GST 18%=1180)

Note: Applicants are advised to carefully read and understand “Terms and conditions” provided with this application before filling-in the application form.

From:

Correspondence Address:

Tel. No. _____

Mobile No. _____

Email ID _____

Affix self-attested
Photograph

To

The Divisional Controller,
KSRTC, Kempegowda Bus Stand ,
Subhashnagar, Bengaluru-09.

Sir,

**Subject: Appointment of Franchisee in Bangalore City District &
Suburban area.**

Reference: Notification No. 1/2017-18 Dt.

In response to the Notification mentioned above, I hereby apply for appointment as KSRTC Franchisee for a period of five years from the date of agreement in Bengaluru City District & Suburban area.

Age in completed years - _____ years as on last date of submission of Application.

Educational qualification - SSLC or Higher (To be Specified)

My permanent address is (Address proof needs to be given);

Tel. No. _____

Presently, I am booking for private / neighboring STU buses of following operators:

Name of Operator	Destination	Since (Date)

I am enclosing herein a DD No. _____ dated _____ drawn on _____ Bank for a sum of Rs.10,000/- being the Earnest Money Deposit.

And

A DD No _____ dated _____ drawn on _____ bank for a sum of ₹ 1180/- being the Application fee.

My experience in the trade is stated below:

UNDERTAKING

1. I undertake to produce Originals of all documents related to proof of Age, educational qualification, identity and residential status for verification as and when called for. In the event, I fail to produce the originals, my application for appointment as Franchisee may be disqualified and EMD forfeited.
2. I am not a public servant. I am a public servant and willing to resign from my current employment if appointed as Franchisee.
3. I have not been dismissed / removed / terminated from the services of State / Central Government or their undertakings including KSRTC and Sister Corporations.
4. I will discontinue booking for private and/or neighbouring STU buses, in case I am selected as Franchisee by KSRTC.
5. I have carefully read and understood the terms and conditions appointment procedure of franchisee and agree to abide by them. In case my application is accepted, I shall execute a deed of agreement at my cost.

6. I hereby certify that the information given above is true to the best of my knowledge and belief. Any wrong information / suppression of facts will disqualify me from being considered for the Franchisee apart from taking appropriate legal action against me by the Corporation.
7. I agree to show a suitably located good office at a distance of 100 meters or more from the existing franchisee / KSRTC counters, within fifteen days of intimation by KSRTC. If I failed to show the office to the satisfaction of the Inspecting officer, my application may be terminated and EMD forfeited.

Enclosures:	1. DD for Rs.1,180/- towards Application fee(Including GST)	YES / NO
	2. DD for Rs.10,000/- as EMD	YES / NO
	3. Proof of age	YES / NO
	4. Proof of address (for residential status)	YES / NO
	5. Proof of Identity	YES / NO
	6. Proof of educational qualification	YES / NO
	7. Any other, please specify	YES / NO

** Strike out whichever is not applicable.*

Yours faithfully,

(Applicant Signature)

Date: _____

Place: _____

Terms and Conditions for Appointment of Franchisees

Important dates:

Submission of application forms	Upto 17:00 hrs on 27.11.2017
Opening of sealed box containing application forms submitted by applicants	At 11:00 hrs on 28.11.2017

General:

1. Applications are to be submitted in the prescribed application form and shall be accompanied by a Demand Draft for an amount of 10,000/- (Rupees ten thousand only) and 1180/- (Rs. One thousand One hundred eighty, (including 18% GST) drawn in favour of the Divisional Controller, KSRTC, Kempegowda Bus Stand Division, Subhashnagar, Bengaluru-09 towards Earnest Money Deposit (EMD) and application fee.
2. EMD paid by the applicant will be adjusted towards security deposit in case of applicants selected as Franchisee and refunded in case of applicants not selected as Franchisee.
3. Filled-in application form in sealed cover shall be dropped in the box kept in the office of the **Divisional Controller, Kempegowda Bus Station, ksrtc, Bengaluru-09**, as specified in the notification.
4. KSRTC will not be responsible for late receipt of application owing to delays in transit by postal dept./courier firms/handing over the application to officials/other Departments etc.
5. KSRTC will decide acceptance or rejection of any application within 60 days from the date of opening the sealed covers. The applicant cannot withdraw his application during this period or after its acceptance by KSRTC. In case any applicant withdraws his application during this period, the EMD amount will be forfeited.
6. *In case of a firm registered under Indian partnership Act and companies registered under companies Act, the person signing the application shall state the authority under which he/she is signing / acting on behalf of the partnership firm / company and enclose the certified copy of the partnership deed. In case of Companies, the memorandum of association and articles of association issued by the authorities authorizing him or her to act in that capacity be enclosed. Failure to annexe documents will entail rejection of the application.*
7. Appointment of Franchisees will be at the absolute discretion of KSRTC irrespective of the fact that other KSRTC's own or Franchisee counters already exist in the vicinity.
8. KSRTC has absolute discretion to appoint more number of Franchisees at any place / location it so desires. Franchisees will not have any right to question the same.
9. The KSRTC reserves the right to reject any or all applications without assigning any reason thereof. The KSRTC also reserves the absolute right to re-notify or to select any Franchisee without notification, at any place deemed fit.

10. The period of appointment or agreement or contract will be **five years**.
11. If the Franchisee fails to pay the stipulated Security Deposit and execute the deed of agreement within fifteen days from the date of receipt of appointment intimation, the appointment will be liable to be terminated and the EMD amount will be forfeited.
12. The Security Deposit shall be paid before the execution of agreement. The Security Deposit will not carry any interest. The Security Deposit will be refunded after the completion of the agreement period without interest after adjusting amounts due to KSRTC, if any.
13. Passport size photograph of the Franchisee (authorized signatory in case of firms, companies) shall be affixed on the deed of agreement for identification.
14. Transfer / sale / lease of Franchisee rights is not allowed. Shifting of business location is also not allowed.
15. The selected Franchisee shall execute the agreement at his own cost.
16. The Franchisee is not allowed to have his/her counter in the KSRTC, BMTC, NEKRTC or NWKRTC premises (Bus stations, Depots, Divisional Offices, Workshops, etc).
17. The Franchisee is allowed counter booking only.
18. The Franchisee shall bear all the infrastructure, maintenance and operational cost of the counter.

Eligibility Criteria

1. Applicants should be Indian Nationals.
2. **Age:** Applicants should have completed 18 years as on the last date of submission of applications for franchisee. Matriculation or Secondary School Leaving Certificate indicating date of birth or Voters ID card or Passport or Birth Certificate or Driving Licence (Permanent) or AADHAR shall be produced as proof of age.
3. **Educational Qualification:** Pass in SSLC (10th) or equivalent examination as on the last date of submission of application for Franchisee. Passed Marks Card shall be produced as proof of educational qualification.
4. **Residential Status:** Residents of Karnataka can apply for all locations. Ration Card or Voters ID card or Driving License (Permanent) or Passport or AADHAR shall be produced as address proof. Insurance policy, Telephone bills, Bank Passbook extract are not allowed as address proof.
5. Applicant shall submit a photo-identity card for ascertaining the identity of the applicant. Ration Card (applicant's name as head of family) or Voters ID card or Driving Licence (Permanent) or Passport or PAN Card or AADHAR shall be produced as proof of identity.
6. Married women with change of name after marriage shall furnish a copy of the marriage certificate or an affidavit in support of the maiden name and name after marriage.
7. The applicant shall have a suitably located good office, which is easily accessible to the general public for comfortably buying tickets. **The office/business address shall be located at a distance of 100 meters or more from the existing franchisee / KSRTC counters.** This distance will be measured through nearest motorable road.

8. **Disqualification:**

- a. Persons who have been convicted for criminal offence involving moral turpitude/ economic Offences (other than Freedom struggle) are not eligible.
- b. Totally paralyzed or mentally unsound persons (who suffer from insanity) are not eligible.
- c. Totally deaf, dumb or blind persons are not eligible.
- d. Franchisees whose agreements were terminated by KSRTC or sister STU's of Karnataka for proven malpractices / violations are not eligible.
- e. Public servants are not eligible. They can apply if they are willing to resign from their current employment for considering the appointment as Franchisee.
- f. Persons dismissed / removed from the services of State / Central Government or their undertakings including KSRTC and its sister Corporations are not eligible.
- g. Existing Franchisee of KSRTC are not eligible.

Appointment Procedure:

1. Application shall be accompanied by a demand draft for an amount 10,000/- (Rs. ten thousand only) and 1180/- (Rs. One thousand One hundred eighty, (including 18% GST) drawn in favour of the Divisional Controller, Kempegowda Bus Stand, KSRTC, Bengaluru, towards Earnest Money Deposit (EMD) and application fee (Non refundable) as specified in the Notification.
2. Applicants shall submit photocopies of proof of identity, proof of address, proof of age and proof of educational and Medical certificate, if applicable, along with the application.
3. EMD paid by the applicants selected as Franchisee, will be adjusted towards security deposit and refunded in case of applicants not selected as Franchisee.
4. Applicants shall produce the original documents in proof of identity, address, age and educational qualification for verification by the committee.
5. The applicant shall have a suitably located good office, which is easily accessible to the general public for comfortably buying tickets. The office/business address shall be located at a distance of 100 meters or more from the existing franchisee / KSRTC counters. This distance will be measured through nearest motorable road.
6. Change of business address will not be allowed for first six months. Thereafter, the change of business address will be allowed only if new business address is located at a distance of 100 meters or more from the existing franchisee / KSRTC counters.
7. Premises of provisionally selected Franchisees will be inspected by the Divisional Traffic Officer and/or any other officer nominated by the Divisional Controller. If the number of applicants is large, more than one officer may be nominated to inspect applicants' premises. During inspection, area (size) available for booking counter, distance from the nearest franchisee / KSRTC counters etc. will be recorded.
8. An applicant will be appointed for one location only. More than one application by an applicant (duplicate application) is not allowed.
9. Applicants who are already doing travel agency business with the private operators and neighbouring State Transport Undertakings will be eligible only if, he undertakes (in writing) to terminate such booking business on entering into agreement with KSRTC.

10. The Corporation reserves the absolute right to select as many Franchisees as it deems necessary at any place or location and the Franchisees will have no right to question the same.
11. KSRTC will decide acceptance or rejection of any application within 60 days from the date of opening the sealed covers. The applicant cannot withdraw his application during this period or after its acceptance by KSRTC. In case the applicant withdraws his application during this period, the EMD amount will be forfeited.
12. If the selected applicant fails to pay the stipulated security deposit and execute the deed of agreement within fifteen days from the date of receipt of appointment intimation, the appointment will be liable to be terminated and the EMD amount will be forfeited.

Procedure for selection of franchisee

Appointment of Franchisee, location-wise among the applicants for a location will be done in three phases.

1. **Phase I – Submission of documents**: List of applicants who have submitted prescribed EMD, proof of identity, proof of age, proof of address and proof of educational qualification at the time of opening the sealed covers will be prepared and carried over to the next phase. Applications of applicants who have not enclosed the EMD and/or incomplete applications will be rejected.
2. **Phase II – Verification of documents**: The selection committee will call applicants found eligible in **Phase I** for verification of documents for eligibility criteria (for proof of Age, address, identity and educational qualification). Applicant will have to personally present the documents for verification on the specified date and time.
3. Date for verification of documents will be notified at least one week in advance for the intimation of the applicants. This communication can be by notification / email / telephonic intimation. Change of date will not be allowed.
4. If the applicant does not produce original documents to prove his eligibility during verification of documents, his application will be rejected and EMD forfeited.
5. All eligible applicants in **Phase II** will be informed to provide business address within 15 days. Intimation letter for providing business address will be issued to the applicant.
6. **Phase III – Verification of business premises**: The short-listed applicant must provide address of a suitably located good office/business location where he intends to conduct KSRTC booking agency business within 15 days of intimation.
7. The applicant shall have a suitably located good office, which is easily accessible to the general public for comfortably buying tickets. The office/business address shall be located at **a distance of 100 meters or more from the existing franchisee / KSRTC counters**. This distance will be measured through nearest motorable road.
8. In case the applicant fails to provide business address within the stipulated 15 days, the appointment will be terminated and the EMD amount will be forfeited.
9. If the business premises of the selected applicant does not meet the criteria prescribed as reported by the Inspecting officer, the provisional selection will be terminated and EMD amount will be refunded. The views of the Inspecting officer will be final and binding. Extension of time or change of locality is not allowed.

Security Deposit and Payment of Commission

1. The selected applicant shall pay the stipulated security deposit and execute the deed of agreement within fifteen days from the date of receipt of appointment intimation. This security deposit will not carry any interest.
2. The period of Appointment or Agreement or Contract will be **five** years. This period may be extended five years at a time subject to the satisfactory performance of the Franchisee. However, the Franchisee will have to deposit additional security deposit of 10% at the time of every renewal.
3. Franchisees booking tickets will be paid commission on the value of tickets booked by them. No commission is payable on reservation fees and other levies so collected. This Commission will be paid once every month (before 10th of next month).
4. The cancellation fee collected on cancellation of reserved tickets will also accrue to KSRTC and will be accounted for payment of commission to Franchisee.
5. In the event of cancellation of service by KSRTC, passengers are entitled to full refund of the fare they have paid. No commission is payable to the Franchisee in respect of these bookings and subsequent cancellations.
6. Commission payable for different transactions is detailed in **Annexure-B**.

Penalty Clauses and Forfeiture Conditions:

1. Various types of conditions and penalties that will be levied are listed in **Annexure-B**.
2. Before levy of penalties and/or termination of Franchisee, the KSRTC will issue notice to the Franchisee listing the violation of conditions committed and penal action proposed for the offence. Franchisee will be required to submit his written reply in seven days from the receipt of the notice. KSRTC will take action on the Franchisee thereafter considering the reply submitted by the Franchisee if any.
3. Violation of Conditions and penalties listed in **Annexure-B** are broad in nature. KSRTC reserves the right to take action against other violation of conditions like transfer / sale of Franchisee rights, appointment of sub-Franchisee, higher rate of cancellation of tickets causing financial loss to KSRTC, loss of image to KSRTC, passenger inconvenience, frauds/actions with ulterior motives, booking for private bus operators, colluding with private operators/other STU's, violation of conditions which are not foreseen etc.
4. KSRTC reserves the right to take more stringent action like levy of higher penalties and/or termination of the Franchisee by forfeiting the entire security deposit. KSRTC reserves the right to initiate legal proceedings against the Franchisee, if deemed necessary for recovering the loss caused or any other claims arising out of the violation committed.
5. In case of termination of agreement, the KSRTC may forfeit the security deposit completely.
6. If the Franchisee terminates his agreement within one year of appointment, Rs.10,000/- or 50% of Security deposit, whichever is less, will be forfeited.
7. If any violation of conditions is committed by the representative / employee of the Franchisee, the Franchisee himself is responsible and accountable for such actions. Appropriate action shall be taken by the Franchisee on reports of misbehaviour by his employees with the passengers, KSRTC Officers / Officials, Statutory authorities.
8. KSRTC also reserves the right to terminate the contract by giving three months notice to franchisees.

Procedure for booking of tickets

1. The selected Franchisee shall have his own computer, printer and internet connectivity with adequate speed, bandwidth and hardware/software compatibility to conduct bookings. The hardware/software and other technical specifications will be as specified by the Chief Systems Manager, KSRTC, from time to time.
2. The Internet and the recurring costs shall be borne by the Franchisee himself.
3. KSRTC will train the personnel of the Franchisee for a day or two to understand the working and procedure for bookings and other transactions.
4. Franchisees are allowed to book tickets for regular passengers (fare paying passengers) only. They are not allowed to book tickets for passengers coming under various concessions like Blind Persons, Disabled Persons, Freedom Fighters, Police Motor Warrants, Family Pass to employees, Duty Passes to employees etc.
5. Passengers booking seats at Franchisee counters are allowed to book onward and return journey tickets simultaneously.
6. Various types of concessions like Group Booking, Return Journey Discount and any other Discounts as and when introduced will be extended to the passengers based on the bookings without any manual interference.
7. Franchisees will be allowed all transactions related to advance booking and other activities like booking casual contracts, chartered services, package tours, luggage etc. as and when introduced.
8. Franchisees will be allowed for issue of advance reservation tickets in respect of Internet bookings and issue of duplicate tickets after validation of identity and printing of tickets for blocked seats.
9. To the extent the Franchisee deposits the amount in excess of the Security Deposit, the application will permit issue of tickets.
10. The Franchisee shall replenish the deposit amount as and when the same is exhausted. This will be through cash payment or e-payment or Demand Draft at the designated Bus Stand or Depot or Divisional Office to which the Franchisee is attached.
11. The Franchisee shall use pre-printed tickets and other stationery supplied by KSRTC only, which have to be collected from the Kempegowda Bus Stand, Divisional Office to which the Franchisee is attached.
12. Franchisees are allowed to book seats for all services covered under advance reservations excluding those seats, which may have been blocked for VIPs and/or Franchisees working on minimum seat guarantee basis and/or for any other administrative reasons. Franchisee will have no claim in this regard.
13. Franchisee is not required to return the cancelled tickets, re-used tickets (treated as Obsolete), reservation vouchers (after issue of reservation tickets), torn or re-printed tickets, duplicate ticket validation forms etc. to KSRTC. However, he shall write the words "CANCELLED" or "RE-PRINTED" in big letters diagonally on the ticket or voucher to validate that this ticket is cancelled and not valid for journey to avoid possible mis-use. Franchisee is required to store these tickets and other stationery for a period of six months for verification of claims, if any or for verifications required by KSRTC inspecting officer/ officials and destroy these tickets/stationery thereafter.
14. The KSRTC will correspond with the Franchisee only at the telephone number, e-mail ID and business address indicated by the Franchisee.

15. The Franchisee will be responsible for subsidiary work such as attending to passenger enquiries, boarding of passengers at boarding points, boarding of luggage etc.
16. The Franchisee shall provide a copy of the rules and regulations governing the advance reservations and other transactions for the information of the general public.
17. Either the franchisee or the operator appointed by him for the booking in the counter should know to speak, read and write Kannada.
18. The booking procedure may be changed from time to time as per KSRTC requirement. The franchisees shall abide by the latest procedure.

Designating Franchisee Counter as Travel House

1. Designating Franchisee counters as Travel House is intended to create Identity, uniformity in appearance, facilities, services etc. to promote KSRTC services and to effectively compete with private operators.
2. Office space exclusively for KSRTC bookings and transactions shall be minimum 100 sft (Internal area). Minimum front width (Internal) shall be 8 ft.
3. Franchisees are permitted to conduct business of KSRTC booking, BMTC passes, KSTDC / ITDC Package tours, Railway tickets, Air tickets, Car rentals, Courier, Money transfer, Hotel booking, Xerox, Utility bill collections and Mobile / DTH Recharge in Travel House counters. Any other business is not allowed.
4. Franchisee shall provide adequate seating arrangements with specified colour scheme for the waiting passengers.
5. External display boards, signages, shutter colour scheme, KSRTC logo, colour scheme inside the counter shall be as specified by KSRTC.
6. Divisional Controller, KSRTC, Kempegowda Bus Stand, will provide the colour schemes, signages and related details.
7. Separate registers for “Suggestions and Complaints by Passengers” and “Inspection by KSRTC officers” shall be maintained. These registers shall be up-to-date and action taken shall be reviewed by the Inspecting Officers / Officials.
8. Higher rate of commission will be payable to Franchisees designated as Travel Houses towards maintenance of standard facilities and increase in recurring costs. Details are listed in **Annexure-B**.
9. **Higher rate of commission will not be payable/paid for a particular month if the Franchisee is found guilty of any of the violation of conditions and/or public complaints and a notice is issued in that month. However, if subsequently it is found that the Franchisee is not guilty, higher rate of commission shall be released.**
10. If the passenger makes a complaint and subsequently withdraws the same, higher rate of commission will be applicable.
11. Franchisees shall be eligible for higher rate of commission from the date, they fulfill all requirements of “Travel House” to the satisfaction of the Inspecting Officer. For this purpose, the date accorded by the concerned Divisional Controller after the date of inspection be reckoned.

12. **Divisional Controllers with whom the Franchisee enters into agreement are authorized to inspect the Franchisee premises and accord recognition to the Franchisee counter as Travel House for payment of higher rate of commission.** Divisional Controllers may also depute the sub-ordinate officers for inspection and based on the report of the Inspecting Officer, accord recognition. After inspection if any counter cannot be accorded this recognition, the same shall be communicated to the Franchisee in writing indicating for what reasons the recognition was not given.
13. Franchisees shall have to refurbish their premises, exteriors, interiors, signages and furniture once **every two years**.
14. If during routine or surprise Inspection, it is observed that the counter does not conform to the designated requirements of Travel House, the Franchisee shall be given a Notice to explain the lacunae in upkeep of the counter. Higher rate of commission will not be applicable for that month.
15. If the Franchisee rectifies the observed lacunae, higher rate of commission shall be released thereafter (from next calendar month) subject to confirmation by Inspecting Officers / Officials. Confirmation should be done within seven days of receiving the intimation. However, if the Franchisee fails to rectify the lacunae, he will be paid lower rate of commission from the calendar month during which the inspection was carried out.

Other terms and conditions:

1. The Franchisee shall maintain a complaint/suggestion book, which shall be placed at the disposal of the passengers intending to record their complaints & suggestions. The said book shall be made available for scrutiny and inspection by the officers/officials of the Corporation.
2. The Franchisee shall not book or load any type of prohibited luggage into the bus as accompanied luggage or parcels.
3. The Franchisee has to pay all rents/taxes due by him to the municipal / local authorities and statutory authorities.
4. All taxes including service tax, income tax and other tax applicable will be deducted from the commission payable. The Accounts Department will take necessary action to deduct the taxes applicable from the commission payable to the franchisee before making payment.
5. Commission / any other amount payable shall be subject to statutory levies viz, service tax, income tax etc as applicable from time to time.
6. The Franchisee shall not appoint a sub-agent or sub-franchisee.
7. All Franchisees are authorised to canvas and publicise about the KSRTC services being provided. KSRTC will also, when need arises take up publicity.
8. A month implies 'Calendar Month' except where otherwise specified.
9. The KSRTC reserves the right to modify or alter any of the terms and conditions by giving due intimation to the Franchisee and after considering his reply, if any.

Security Deposit

Sl. No.	Place	Security Deposit (Rs.)
1	Franchisees in Bengaluru City and Suburban area	Rs.25,000/-

II. Rate of commission based on transaction

Sl. No.	Transaction	Rate of commission	Remarks
1	Revenue from Advance booking transactions (advance booking, preponement, postponement, duplicate tickets)	5 % for Regular counters and 6 % for Travel Houses.	
2	Revenue generated by cancellation fee (partial / full) excluding 100% refund.	2.0 % for Regular counters and 2.5 % for Travel Houses.	Commission on cancellation fee that accrues to KSRTC.
3	Modification of tickets	Rs.2/- per ticket	
4	Revenue from issue of tickets to Blocked seats for Franchisees / VIPs on payment.	2.0 % for Regular counters and 2.5 % for Travel Houses.	
5	Revenue from Bookings for PRTCL (earlier, PTDC) & MSRTC.	NIL	
6	Revenue from casual contract booking,	<u>Rate of commission (Rs. / bus / day)</u> Karnataka Sarige / Express – Rs.100/-, Rajahamsa, K. Vaibhav, Non-AC Sleeper – Rs.150/-, Airavat and higher classes – Rs.200/-.	Commission as stated in Circular No. 1199 Dt. 08-11-2013.
7	Revenue from booking package tours	5 % for Regular counters and 6 % for Travel Houses.	As and when introduced.
8	Revenue from luggage booking & parcel booking	5 % for Regular counters and 6 % for Travel Houses.	As and when introduced.
9	Revenue from booking Hotel accommodation	To be decided.	As and when introduced.
10	Printing of Tripsheet at remote counters and pick up points, where specified	Rs.2/- per tripsheet	

11	Door delivery of tickets	NIL	Rs.10/- per ticket can be collected from passengers.
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III. Penalties for violation of conditions & termination clauses

Sl. No.	Nature of offence	Penalty (Rs.)	Remarks
1	Possession of cancelled tickets without CANCELLED words	Rs.100/- for each ticket upto 5 tickets at a time.	If more than 5, Rs.200/- per ticket upto 10 tickets. If 10 or more tickets are found, Rs.300/- per ticket or the franchisee may be terminated.
2	Excess Fare collection	Rs.500/- for each instance.	For second such instance in a month, penalty will be Rs.1000/- per instance. For third and subsequent instance, penalty will be Rs.1500/- per instance or the franchisee may be terminated.
3	Misbehaviour by franchisee or his staff with KSRTC Officers / Officials	Rs.500/- for each instance	AS ABOVE (Sl No. 2)
4	Issue of Duplicate Tickets without proper validation.	Rs.500/- for each instance	AS ABOVE (Sl No. 2)
5	Booking prohibited luggage / parcels	Rs.500/- for each instance	AS ABOVE (Sl No. 2)
6	Change of booking location without the approval of the concerned authority	Rs.1000/- for each instance	For second such instance within six months from the first instance, penalty will be Rs.2000/- for second instance. For third instance within six months, the franchisee may be terminated.
7	Misbehaviour by franchisee or his staff with passengers	Rs.100/- for each complaint upto 5 complaints in a month	If more than 5, Rs.200/- per complaint upto 10 complaints. If 10 or more complaints are received, Rs.300/- per complaint or the franchisee may be terminated.
8	Refusal to cancel tickets, print On-line tickets, book Blocked Seats, Issue Duplicate Tickets etc.	Rs.100/- for each complaint upto 5 complaints in a month	AS ABOVE (Sl No.7)
9	Any other Public complaints	Rs.100/- for each complaint upto 5 complaints in a month	AS ABOVE (Sl No.7)

10	Refusal to print tripsheets where made compulsory	Rs.50/- for each complaint upto 5 complaints in a month	If more than 5, Rs.100/- per complaint upto 10 complaints. If 10 or more complaints are received, Rs.150/- per complaint or the franchisee may be terminated.
11	Low Bookings: If the bookings per month is less than 50 seats at places where franchisees are < 5, and bookings per month is less than 100 seats at places where franchisees are >5, it is considered as low booking.	The action to be taken will be decided by the Competent Authority. Right to termination is reserved.	First six months of working will be grace period for new agents. Performance will be based for three months (Jan-March, Apr-June, July-Sep and Oct-Dec) at a time.
12	Any other complaints / frauds in booking transactions, financial misappropriation booking for private buses / other STU buses, issue of fake tickets, working of the counter, shifting of the counter etc.	Will be decided by the Competent Authority, based on the nature of offence	Right for termination is reserved.

Note:

1. Transaction fee including difference in fare collected towards Modified Tickets, Preponement / Postponement of tickets, Duplicate Tickets will be included in the advance booking revenue in respect of the Franchisee conducting this transaction. The franchisee who booked tickets earlier will get the commission in respect of first transaction.
2. In case of cancellations at other Franchisees, revenue generated by the first Franchisee will be deducted by the ticket fare and the second Franchisee will be eligible for commission on the transaction fee levied for issuing these tickets i.e. if refund allowed is Rs.75/- out of a ticket booked for Rs.100/-, the net revenue generated by the first Franchisee booking this ticket will be reduced by Rs.100/-. Franchisee (second Franchisee) cancelling this ticket will be entitled for commission on 'Cancellation Fee' of Rs.25/-.
3. Net revenue generated and cancellation fee will be exclusive of reservation fees and other levies like Toll fee, ARF, Bridge fee, Infrastructure Development fee, User fee, etc.
4. Commission is expressed in percentage payable on the net basic fare generated.

**Divisional Controller,
KSRTC, KBS Division,
Bengaluru.**