

**GOVERNMENT OF INDIA (Bharat Sarkar)
MINISTRY OF RAILWAYS (Rail Mantralya)
(RAILWAY BOARD)**

No. 2007/TG-I/20/JTBS

New Delhi, dated 27.01.2009

Chief Commercial Managers,
All Zonal Railways.

(Commercial Circular No. 03 of 2009)

Sub: Appointment of Jan Sadharan Ticket Booking Sewak(JTBS).

Ref: Board's letter of even number dated 08.10.2008.

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Please refer to Board's above instructions forwarding therewith a copy of the Standard Agreement prepared by Northern Railway, to be signed by Zonal Railways with JTBSs on finalization of selection, for guidance.

Formal Standard Agreement to be signed with JTBSs has now been prepared, a copy of which is enclosed. It is desired that all the agreements to be signed with JTBSs should be as per this Standard Agreement. At those locations where agreements have already been signed, revised agreement may be signed at the time of next renewal.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

DA: As above.

**(Dr. Monica Agnihotri)
Director Passenger Marketing,
Railway Board**

No. 2007/TG-I/20/JTBS

New Delhi, dated .01.2009

Copy to:

- 1. FA & CAO, All Zonal Railways.**
- 2. Director (Audit), All Zonal Railways.**

for Financial Commissioner/Railways.

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Copy to:

- i. CCM/PMs and CCM/PSs, all zonal railways.
- ii. MD, CRIS, Chanakayapuri, New Delhi.
- iii. EDV (T), EDFC, DF(C), OSD/TC, F(C) & V (SS) branch of Railway Board.
- iv. Director General, Professor/Training & Professor/Commercial Railway Staff College, Vadodara.
- v. The Principals, Zonal Training Centers, Central Railway/Bhusaval, Eastern Railway Dhanbad, Northern Railway, Chandausi, NE Railway, Muzaffarpur, NF Railway, Alipurduar, Southern Railway, Trichy, SE Railway, Sini, Western Railway, Udaipur.
- vi. General Secretary, National Federation of Indian Railwaymen (NFIR), 3, Chelmsford Road, New Delhi.
- vii. General Secretary, All India Railwaymen Federation (AIRF), 4, State Entry Road, New Delhi.
- viii. Secretary General, Federation of Railway Officers Association (FROA), Room No.365-A, Rail Bhawan, New Delhi.
- ix. Secretary General, Indian Railway Promotee Officers Federation (IRPOF), Room No.268, Rail Bhawan, New Delhi.
- x. Secretary General, All India RPF Association, Room No.549, Rail Bhawan, New Delhi.
- xi. Secretary General, National Federation of Railway Pensioners' Organisation, 825, Supertech Residency, Sector – 5, Plot

**STANDARD AGREEMENT TO BE SIGNED BETWEEN ZONAL RAILWAYS
AND JAN SADHARAN TICKET BOOKING SEWAK(JTBS)**

This agreement is made this _____ day of _____ between the President, Union of India acting through the _____; _____, _____

Shall include successors and assignees(hereinafter called the Railway Administration) of the one part and _____(hereinafter called the JTBS) shall include successors and assignees of the other part.

Whereas the Railway Administration has appointed a JTBS at _____ served from _____ Railway station for the purpose of issuing all UTS tickets except concessional tickets and whereas the JTBS has agreed to serve the Railway Administration in the capacity of the JTBS for the above purpose and to engage honestly and faithfully to perform all duties incidental to the office of such JTBS on the terms and conditions herein after appearing in this agreement.

- i) The JTBS shall deemed to be the 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.
- ii) As in the case of normal functioning of UTS, JTBS should also be working round the clock.
- iii) Should the JTBS fail and/or neglect at any time to arrange for uninterrupted service in the sale of tickets as per working hours prescribed by the Railway Administration, the later shall have the right to engage its own staff to work at the agency and all expenses incurred in connection with the above and any other expenditure incurred by he Railway shall be recoverable from the JTBS.

- iv) The Railway Administration shall give publicity to the services covered by this agreement in such manner as may be decided by them and the publicity that the JTBS desire to undertake in this behalf shall be subject to the approval of the Railway Administration.
- v) Appointment of JTBS will not confer any right on the person for employment on Railways. The appointment is purely contractual in nature and no facilities viz. absorption in Railway Service, regularization of service, bonus, railway pass facilities etc. shall accrue to the JTBS.

1.0 BREACH OF THE AGREEMENT AND SERVICE OF NOTICE:

- 1.1 In the event of breach of any of the terms and conditions of this agreement by the contractor, his servants or any person acting for the contractor at any time failing to perform all or any of the services required of him by this agreement within a time deemed reasonable or in a manner satisfactory to the Railway Administration may without prejudice to the Railway Administration may otherwise be entitled to any other right, remedy or relief to which he or she otherwise be entitled under this agreement or any law for the time being in force, revoke and determine this agreement after the expiry of one month notice in writing to be sent by registered post or delivered to the contractor of their intention of doing so.
- 1.2 The Railway Administration may also terminate the agreement forthwith by writing under the hand of _____ of the Railway Administration if the JTBS becomes bankrupt or insolvent or has any execution levied upon him or his goods or property belonging to him. The

JTBS shall stand forfeited of all the money belonging or due to him from the Railway Administration.

- 1.3 Except as otherwise provided for in clause in 1.0 either party of this agreement may determine the same upon expiry of one months notice in writing given to the other of its intention of doing so.
- 1.4 Save as otherwise provided in the contract, all notice to be given on behalf of the President, Union of India and all other action to be taken on his behalf may be given or taken on his behalf by the Sr. DCM of the Division of _____ Railway or any officer mentioned in Para 1.0 of this agreement.
- 1.5 Any notice, letter or other communication, which shall be sent by the Railway Administration by Registered Post addressed to the JTBS at his Head Office at _____ be deemed to have delivered to the JTBS.

2.0 JTBS TO PAY PENALTY FOR BREACH OF AGREEMENT:

- 2.1 Should the JTBS's performance in respect of booking passenger to be rendered by him under the agreement is considered unsatisfactory by the Railway Administration or there is a failure on the part of the JTBS to fulfill all or any of the terms and conditions of the agreement, Sr. DCM or any other authorized officer by Railway Administration shall have the power to impose penalty up to the extent of Rs. 500/- (Rs. Five hundred) only in each case, in addition to any other liabilities to which the JTBS may be liable under the provisions of the agreement.

2.2 In the event of the JTBS failure to pay penalty so imposed within the time fixed by the Railway administration in each case, it shall be lawful for the Railway Administration/Sr. DCM to deduct the amount of such penalty from the Security Deposit or advance of the JTBS. JTBS shall forthwith deposit the sum equal to the amount recovered in accordance with clause 4 of this agreement, if such amount is recovered from the security deposit.

3.0 SECURITY DEPOSIT:

3.1 The JTBS shall forthwith deposit with the Financial Advisor & Chief Accounts Officer, _____ Railway, a sum of Rs. _____/-(in the form of FDR of any nationalized bank) refundable interest free security deposit and Rs. _____/- bank guarantee to the Railway for the due fulfillment of each and all the said terms & conditions to be observed by him.

3.2 On completion/termination of the contract, pending dues will be adjusted from the security deposit and balance refundable to the JTBS.

3.3 The Security deposit is liable to be adjusted or realized towards payment of any amount due to the Railway Administration by the JTBS including penalties and where this is done, the JTBS may, at the discretion of the Government, be allowed to commence sales only after the JTBS has provided further security deposit equal to the entire amount of security required and on giving suitable guarantee for the future. The Government shall not be liable to pay interest on the security deposit.

3.4 Tickets would be issued against the amount of advance deposited for the purpose, which should be replenished each time before issue of ticket when the advance deposit touches 10,000/- (Rs. Ten thousand only)

3.5 The JTBS will be penalized up to Rs. 500/- in case of non payment of Railway dues within the prescribed period. Any failure on the part may lead to the cancellation of the agreement.

4.0 PROCEDURE FOR KEEPING A RECORD OF TICKETS ISSUED BY JTBS:

4.1 JTBS will procure UTS terminals for which all the costs initial as well as recurring including equipments & channels hiring would have to be borne by JTBS.

4.2 JTBS will collect Re. 1/- per ticket as commission from the passengers.

4.3 JTBS will be responsible for the safe custody of the ticket rolls. In case of any loss on this account, necessary debit will be raised against him/her as per extant instructions.

4.4 Proper record of ticket rolls issued to the JTBS will be kept by the Commercial Department of the station serving the JTBS.

4.5 JTBS will submit the accounts of sale of ticket to serving station on daily basis along with value of tickets sold.

4.6 Proper accountability of UTS ticket stationery shall be ensured.

- 4.7 JTBS will be authorized to issue cash ticket only not involving concession except Senior Citizen concession.
- 4.8 JTBS will submit a daily statement to the Station Master/Manager or any other nominated officer indicating the details of tickets sold along with the value. Station Master/Manager or any other nominated officer will maintain proper record of daily sale of tickets by JTBS.
- 4.9 A consolidated statement of ticket rolls supplied to and details of tickets sold by JTBS will be submitted by Station Master/Manager or any other nominated officer to DCM/Sr.DCM every month.
- 4.10 JTBS will not issue tickets from station premises.
- 4.11 All computerized tickets wrongly printed or wrongly issued or otherwise are classified as non-issued. In case of above problem/defects, the operator can non-issue the Ticket by pressing a single key provided in the keyboard i.e.(.), Non Issued transactions should immediately follow the transaction which are being non-issued.

5.0 REFUND

Refund of tickets issued by JTBS will be done by serving station as per refund rules in force. The genuineness of the tickets issued by JTBS will be checked by the station staff before making refund. JTBS will not be authorized to make any refund.

6.0 INSPECTION AND AUDIT OF THE RESULT AND ACCOUNTS OF THE AGENCY:

The books and account of the JTBS shall, at all, proper times and places be open to the inspection and internal books of the Chief Commercial Manager/Financial Adviser/Chief Accounts Officer/Chief Auditor/Divisional Railway Manager or any other officer or official deputed by them in the same manner as is customary in the case of books and accounts maintained at the Railway Station of the _____ Railway.

7.0 SUBLETTING:

- 7.1 The JTBS will not sublet, assign or transfer the rights or obligations arising out of the contract.
- 7.2 The contractor shall not sublet, assign or in any manner transfer to any other person the whole or any part of the rights or obligations conferred or imposed upon him by this agreement or any of the business connected with the agency hereby constituted.
- 7.3 The Railway administration reserve the right of deduction of the Railway dues from JTBS in case any fine payment made under an order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.

8.0 JTBS NOT TO COMPETE WITH THE RAILWAY:

JTBS shall not compete with the Railway Administration in any way whatsoever, whether directly or indirectly, by establishing any other agency for carrying passenger at station during the continuance of the agreement.

8.0 SPECIAL STIPULATION TO BE OBSERVED BY THE JTBS IN CARRYING OUT THE BUSINESS OF THE JTBS:

8.1 In the events of any question dispute of difference arising under terms & conditions or any special condition of agreement or in connection with this agreement, the same shall be referred to the DRM if the dispute/difference remains unsolved/undecided the case may be referred to the sole arbitrator of a Gazetted Officer appointed to be arbitrator by the General manager.

8.2 The JTBS shall be responsible for all errors oversight and under charges made by the staff engaged by him at the agency or elsewhere.

8.3 The JTBS shall not employ any person previously in the employment of the Railway Administration without the express sanction of the Railway Administration.

8.4 The JTBS shall be responsible for all claims under Workman's Compensation Act as well as under the payment of Wages Act. The JTBS shall indemnify the Railway Administration with regard to any claim arising out of these Acts.

9.0 DURATION OF THE AGREEMENT:

9.1 This agreement shall be deemed to have come into force on and from _____ and shall, subject to the provision for earlier termination as herein provided, remain in force for a period of two years, which can be extended yearly on the basis of satisfactory performance.

9.2 Any modification review and extension of agreement will be made only with the mutual consent of the parties.

10.0 ARBITRATION:

10.1 DRM will be the final authority for resolving any dispute between the JTBS and Railway Administration. The appeal will lie to AGM/CCM in Hqrs.

In witness hereby the parties have hereunder subscribed their names at the places and on the dates hereinafter mentioned respectively.

<p>()</p> <p>Signed for and on behalf of the President of India by Sh. _____ Sr. DCM of the _____ Railway At _____ on this day of _____.</p>	<p>()</p> <p>Signed by JTBS Shri aton this day</p>
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<p>Witness</p>	<p>Witness</p>
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